

**Mountain-Pacific Quality Health  
Community Coalition**

**DATA SHARING AGREEMENT**

**I. PURPOSE**

The overall purpose of sharing the data specified in this agreement is to allow community providers to view admission and readmission data to identify patterns and construct patient population profiles for potentially avoidable readmissions. The identification of these patterns and profiles will allow the community to design coordinated care structures to reduce unnecessary and avoidable readmissions. The data will only be used for quality improvement and/or analytical purposes and will not be used to make any other determinations affecting an individual or provider.

**II. PARTICIPANTS IN THIS AGREEMENT**

The following parties have entered into this agreement:

1. Mountain-Pacific Quality Health – The Medicare Quality Innovation Network-Quality Improvement Organization (QIN-QIO)
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**III. PERIOD OF AGREEMENT**

The period of agreement shall extend from November 8, 2019 through November 7, 2024. Addendum: This agreement will be reviewed and updated as new participants join the coalition or as needed.

**IV. DESCRIPTION OF DATA**

The types of data to which this agreement applies are hospital, rehabilitation facility and community partners such as skilled nursing facility (SNF), providers, physicians, home health agency (HHA), palliative care, hospice, health clinics, health centers, pharmacies/pharmacists, long term acute care (LTAC) and inpatient rehab facility.

**V. METHOD OF DATA ACCESS OR TRANSFER**

The QIN-QIO, in agreement with target community providers, can create a “community profile,” consisting of rehospitalization patterns found by combining data from all hospitals and other care providers in the target community. The QIN-QIO can produce this data for all fee-for-service (FFS) patients discharged from the participant providers entering into this agreement or for only FFS beneficiaries who reside in the target ZIP codes.

The QIN-QIO obtains de-identified longitudinal care patterns for individual patients discharged from each of the participating providers. **No providers or patients will be identified in these longitudinal care patterns.**

This data will only be available at closed participant provider meetings scheduled specifically to discuss community data, patterns and potential interventions. The QIN-QIO may provide the de-identified data only to the provider from which the data originated for its own viewing. Paper copies will not be allowed to leave the room unless all parties agree.

The QIN-QIO may display electronic data during meetings for the purposes of moving care coordination work forward, but will not email or include these in PowerPoint presentations or other forms that could be emailed, except using the Centers for Medicare & Medicaid Services (CMS) approved secure email site and/or except with the agreement of all provider parties identified by the data (no protected health information [PHI] identifying individuals will be displayed).

All parties understand and agree that any data presented will not be discussed outside of these designated meetings.

Participating providers and stakeholders agree to identify three (3) or four (4) specific representatives that may attend meetings under these rules.

Any messaging about the result of these meetings or the community efforts that might be picked up by the media will be vetted with all involved stakeholders before release.

The QIN-QIO will act to avoid presenting any data that either implicitly or explicitly identifies the performance of providers who are not signatories to this agreement. Such constraint(s) could substantially diminish the utility of the data presented in meeting the expressed purpose(s) of using this data. The remedy suggested to avoid such diminishment is to bring all appropriate providers in the community into this agreement in a manner that is agreeable to all signatories. The QIN-QIO will work with and assist the community in achieving this level of agreement.

## VI. CONFIDENTIALITY

The participant in the agreement agrees to establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that are not less than the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information System, which sets forth guidelines for security plans for automated information systems in federal agencies.

In addition, to comply and conform to the American Recovery and Reinvestment Act of 2009 (“ARRA”), the requirements of Title ii, Subtitle F (entitled “Administrative Simplification”) of the Health Insurance Portability and Accountability Act of 1996 (as codified at 42 U.S.C. Section 1320d) (“HIPAA”) and its implementing policies and regulations (as codified at 45 CFR Parts 160, 162 and 164, and as may be codified in succeeding and related regulations implementing 42 U.S.C. Section 1320d), and promulgated by the Secretary of the Department of Health and Human Services (collectively, the “HIPAA Regulations”).

- a. Independent Parties: Except as otherwise specified herein, nothing in this Agreement shall be construed to create any relationship between the Participants, other than that of independent entities sharing data with each other solely for the purpose specified in section I of this Data Sharing Agreement. Neither the parties hereto, nor any of their respective officers, directors, agents or employees, shall by virtue of this Agreement be deemed to exercise any such function for the other party, except as specifically provided herein.

## VII. DISPOSITION OF DATA

With regards to data obtained thru sharing under this agreement, the parties and their respective agents will destroy all confidential protected sensitive patient and organizational information as soon as it is no longer needed for any purpose related to the Coalition or any of the Coalition sub-committees.

## VIII. TERMINATION OF AGREEMENT

The parties and its agents have the right to terminate this agreement at any time. A 30-day written notice of termination will be provided to the lead contact of the Community Coalition. After leaving the group all knowledge information that has been shared in these meetings will remain confidential.

## IX. SIGNATURES

**\*You hereby commit to maintain and safeguard the confidentiality of privileged data and information shared in these meetings – (HIPAA) and/or information that can be used to identify patients, providers, practitioners, hospitals, facilities or health plans.**

In witness whereof, the Agencies’ authorized representatives as designated by each participating institution attest to and execute this agreement effective with this signing for the period set forth in Article III. Agreement will be reviewed, signed and updated annually and new participants who join the coalition are expected to review and sign coalition documents.

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Representative	Title
_____	_____
Organization	Date

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