

Commonwealth of Massachusetts
Center for Health Information & Analysis (CHIA)
Data Use Agreement/Government Agencies

**AGREEMENT FOR USE OF CENTER FOR HEALTH INFORMATION AND ANALYSIS (CHIA) DATA
CONTAINING PROTECTED HEALTH INFORMATION**

In order to ensure that the disclosure and use of data, whether derived or as received from the Center for Health Information and Analysis (hereinafter referred to as “CHIA”) databases complies with M.G.L. c. 12C, 957 CMR 5.00 and applicable data privacy and security requirements, this agreement is made by and between CHIA and

hereinafter referred to as “Recipient.”

This Agreement pertains to the project entitled:

and as described in the Data Application, attached hereto and incorporated herein as **Exhibit A** (“Data Application”)

1. The Recipient represents that the data, which is described in the Recipient’s Data Application (including, if applicable, a data specification workbook) will be used solely for the purpose(s) identified in the Recipient’s Data Application (“Purpose”) as approved by CHIA’s Executive Director in a letter, attached hereto and incorporated herein as Exhibit B (the Approval Letter). The Recipient affirms that the requested Data is the minimum necessary to achieve the Purpose
2. The Recipient agrees not to disclose, use or reuse, sell, rent, lease, loan, or otherwise grant access to the Data except as specified in this Agreement or as CHIA shall authorize in writing or as otherwise required by law. The Recipient agrees that, within the Recipient Agency and the organizations of its agents, access to the Data shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the Purpose (i.e., individual’s access to the Data will be on a need-to-know basis). The Recipient shall ensure that all individuals, including employees, agents, or contractors, who will use or access the Data sign CHIA’s Confidentiality Agreement, attached hereto and incorporated herein as **Exhibit C**.
3. The Recipient agrees that any use of CHIA data covered by this Agreement in the creation of any document (manuscript, table, chart, study, report, etc.) or other means of publication or disclosure that is shared with anyone who is not an authorized user of the data must adhere to CHIA’ current cell size suppression policy. **This policy stipulates that no cell value (e.g., admittances, discharges, patients, services) less than 11 may be displayed.** Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell value which can be calculated to a value less than 11. By signing this Agreement Recipient

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hereby agrees to abide by these rules and, therefore, will not be required to submit any written documents for CHIA review. If Recipient is unsure if its meets the above criteria, it may submit its written products for CHIA review. CHIA agrees to make a determination about approval and to notify the Recipient within 4 to 6 weeks after receipt of that submission by Recipient. CHIA may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individuals. The Recipient agrees to cite the Center for Health Information and Analysis as the source of the data in any studies, reports or products in which CHIA data are used or disclosed.

4. The Recipient agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the data. The safeguards shall provide a level and scope of security that is consistent any applicable federal or state privacy law, implementing regulation or executive order. By executing this Agreement, the Recipient attests that it is aware of data privacy and security obligations imposed on it by state and federal law *and* will comply with the aforementioned privacy and security standards and obligations. The Recipient acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the Data is prohibited. Further, the Recipient agrees that the Data may not be physically moved, transmitted or disclosed in any way from or by the site approved by CHIA without prior written approval from CHIA unless such movement, transmission or disclosure is required by a law. The Recipient further agrees and understands that it is solely responsible for any breaches or unauthorized access, disclosure or use of any CHIA data provided in connection with an approved request.
5. The Recipient shall promptly report to CHIA any use or disclosure of the information not permitted by this Agreement of which it becomes aware. CHIA in its sole discretion may require the Recipient to: (a) promptly investigate and respond to CHIA concerns regarding any alleged disclosure; (b) promptly resolve any problems identified by the investigation; and/or (c) submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures.
6. The parties mutually agree that the Data may be retained by the Recipient until _____, (“Retention Date”). The Recipient agrees to notify CHIA within 30 days of the completion of the Purpose (“Completion”) if the project is completed before the Retention Date. Upon Completion or Retention Date, whichever occurs sooner, the Recipient shall destroy the Data, including all copies thereof. The Recipient shall send written certification of the destruction of

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the Data to CHIA within 30 days of the Completion or Retention Date, using the form attached hereto and incorporated herein as **Exhibit D**. The Recipient shall not retain Data or any parts thereof after this date unless authorized in writing by CHIA's Chief Privacy Officer, General Counsel or Deputy General Counsel. The Recipient acknowledges its affirmative obligation to destroy the Data upon the Completion or Retention Date and that such obligation is not contingent upon action by CHIA.

7. The Recipient acknowledges that any violation of this agreement may subject the Recipient and/or its authorized agents to liability or penalties under state and federal law, including but not limited to M.G.L. c. 214 § 1B and M.G.L. c. 93A, as well as any other remedies available at law.
8. By signing this Agreement, the Recipient agrees to abide by all provisions set out in this Agreement for protection of the data files specified in the Recipient's Data Application, and acknowledges its understanding of potential penalties for violation of the terms of the Agreement.
9. The parties mutually agree that the following named individual is designated as Custodian of the Data files on behalf of the Recipient. The Custodian shall oversee and comply with all conditions of use, as well as the establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The Recipient agrees to notify CHIA in writing within fifteen (15) days of any change of custodianship.

Name of Custodian:		Agency/Organization:		
Street Address:		City:	State:	ZIP Code:
Office Telephone <i>(Include Area Code)</i> :			E-Mail Address <i>(If applicable)</i> :	
Signature:		Title:		Date:

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10. The parties mutually agree that the following named individual will be designated as point-of-contact for the Agreement on behalf of CHIA. On behalf of CHIA, the undersigned representative of CHIA's Legal Department (Chief Privacy Officer, General Counsel, Deputy General Counsel) hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of CHIA Representative:		Title:	
Street Address: 501 Boylston Street, 5 th Floor	City: Boston	State: MA	ZIP Code: 02116
Office Telephone (<i>Include Area Code</i>):		E-Mail Address (<i>If applicable</i>):	
Signature:		Date:	

The undersigned individual hereby attests that he or she is authorized to enter into this Agreement on behalf of the Recipient and agrees to all the terms specified herein.

Name of authorized signer:		Agency/Organization:	
Street Address:	City:	State:	ZIP Code:
Office Telephone (<i>Include Area Code</i>):		E-Mail Address (<i>If applicable</i>):	
Signature:	Title:	Date:	

**EXHIBIT A
DATA APPLICATION**

**EXHIBIT B
APPROVAL LETTER**

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**EXHIBIT C
CONFIDENTIALITY AGREEMENT**

I, _____, hereby acknowledge that, in connection with a request for All-Payer Claims Database data and/or Hospital Discharge Database data under an agreement (the “Agreement”) with CHIA, I may acquire or have access to confidential information or individually identifiable information of patients. This information includes, but is not limited to; patient level protected health information (PHI - eligibility, claims, providers), health insurance coverage information, financial institution match information, as well as “personal data” as defined in G.L. c. 66A (collectively, the “Information”).

I will comply with all of the terms of the Agreement with CHIA regarding the access, use, and disclosure of any Information provided by CHIA.

I will at all times maintain the confidentiality of the Information. I will not inspect or “browse” the information for any purpose not outlined in the Agreement. I will not access, or attempt to access, my own Information for any purpose. I will not access, or attempt to access, Information relating to any individual or entity with which I have a personal or financial relationship, for any reason. This includes family members, neighbors, relatives, friends, ex-spouses, their employers, or anyone not necessary for the work assigned. I will not, either directly or indirectly, disclose or otherwise make the Information available to any unauthorized person at any time.

I understand that any violations of this Agreement, M.G.L. c. 93H (regarding data breaches), M.G.L.c. 93I (regarding data destruction), and other laws protecting privacy and data security may subject me to criminal or civil liability. I further understand that CHIA will notify state and federal law enforcement officials, as applicable, of any data breaches in connection with any violation of this Agreement.

Name:		Agency/Organization:	
Street Address:	City:	State:	ZIP Code:
Office Telephone <i>(Include Area Code)</i> :		E-Mail Address <i>(If applicable)</i> :	
Signature:	Title:	Date:	

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**EXHIBIT D
CERTIFICATION OF PROJECT COMPLETION & DATA DESTRUCTION**

NOTE: CHIA Data must be destroyed so that it cannot be recovered from the electronic storage media. Acceptable methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store data must be made unusable by physical destruction. All data destruction must comply with the requirements of M.G.L. c. 93I.

The undersigned hereby certifies that the project entitled:

_____ and subject to the Data Use Agreement dated _____ is complete as of this date: _____.

The undersigned further certifies as follows (check the appropriate section):

I/we certify that we have destroyed all data received from CHIA in connection with this project, in all media that was used during the project. This includes, but is not limited to, data maintained on hard drives and other storage media.

I/we certify that I/we will continue to hold data pending any request for an extended retention date (which request may or may not be granted by CHIA in its discretion.)

Name of Custodian:		Agency/Organization:	
Street Address:	City:	State:	ZIP Code:
Office Telephone (Include Area Code):		E-Mail Address (If applicable):	
Signature:	Title:	Date:	