



# Data Reporter User Agreement

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This Data Reporter User Agreement (“Agreement”) is executed by:

Data Reporter Entity: _____		
Address: _____		
_____	_____	_____
City	State	Zip Code

(Data Reporter) to govern Data Reporter’s and its Authorized Users’ access to and use of the Center for Health Information and Analysis’s (“CHIA”) Web-Based Submission Platforms. This Agreement, together with the User Authorization Forms attached as Exhibit A, sets forth the terms and conditions under which Data Reporter may access CHIA’s systems.

## Section 1.00: Definitions

In this Agreement, the following terms have the following meanings:

**Agreement Administrator:** The person designated by the Data Reporter to manage User access to CHIA’s Web-Based Submission Platforms for the Data Reporter. This person will request new User accounts and manage existing User accounts.

**Data Reporter:** An entity that reports information to CHIA via CHIA’s Web-Based Submission Platforms.

**CHIA’s Web-Based Submission Platforms:** Refers to CHIA’s File Submissions Platform, CHIA’s Web-Based Applications, and a Secure File Transfer Protocol (SFTP) supported by CHIA, which can be accessed via an internet browser connection to a secured website allowing CHIA to securely collect information from Data Reporters, and allows Users to download reports related to the information submitted.

**Protected Information:** Any “data” as defined in 957 CMR 8, including All-Payer Claims Database, Case Mix, or Charge Data, “personal data” as defined in M.G.L. c. 66A, any “patient identifying information” as used in 42 CFR Part 2, “personal information” as defined in M.G.L. c. 93H and M.G.L. c 93I, and any other information, including individually identifiable, payer, provider, medical error, or other information, that is treated as exempt from public records disclosure, confidential, or private under M.G.L. c. 12C, or applicable law that the Data Reporter submits via CHIA’s Web-Based Submission Platforms. Information, including aggregate information, is considered Protected Information if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c).

**User:** A person authorized by the Data Reporter to submit data to CHIA through CHIA’s Web-Based Submission Platforms that has executed a User Authorization Form and to which CHIA has granted access to CHIA’s Web-Based Submission Platforms. A User may be a Data Reporter employee or contractor, or an employee of a Data Reporter contractor or intermediary.

## Section 2.00: Data Reporter Responsibilities

The Data Reporter agrees as follows:

1. Data Reporter will use CHIA's Web-Based Submission Platforms to submit accurate, complete and timely data filings to CHIA. The Data Reporter must utilize CHIA's encryption software tools to encrypt Protected Information before submitting such data to CHIA. The Data Reporter will retain a copy of any data submitted via CHIA's Web-Based Submission Platforms sufficient to enable it to resubmit if the original submission is lost or destroyed before it is processed by CHIA.
2. Each User and Agreement Administrator is required to execute a User Authorization Form (Exhibit A). The Data Reporter will retain the original User Authorization Form for each User and Agreement Administrator they allow access to CHIA's Web-Based Submission Platforms and supply a copy to CHIA. CHIA will not provide Users or Agreement Administrators with access to CHIA's Web-Based Submission Platforms until it receives a copy of the User Authorization Form.
3. Data Reporter shall immediately notify CHIA when any User's or Agreement Administrator's access should be terminated or modified, including but not limited to when such individual separates from employment or changes roles.
4. The Agreement Administrator will request access to CHIA's Web-Based Submission Platforms only for individuals who need to submit or retrieve required data on behalf of Data Reporter.
5. The Data Reporter is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from CHIA. Use of an intermediary shall not relieve the Data Reporter of any risks or obligations assumed by it under this Agreement, or under applicable law and regulations.
6. Data Reporter shall ensure that all Users comply with the following requirements:
  - a. Data Reporter shall ensure that all Users utilize CHIA's encryption software tools to encrypt Protected Information before submitting such data to CHIA;
  - b. Data Reporter shall ensure that all Users access the Web-Based Submission Platforms using only their own user ID and password, maintain the confidentiality and security of their login credentials, and do not share their login credentials with any other person;
  - c. Data Reporter shall ensure that all Users do not copy, disclose, publish, distribute or alter any data, data transmission, or the control structure applied to transmissions, or use them for any purpose other than as authorized by Data Reporter to fulfill their job responsibilities related to data submission to CHIA;
  - d. Data Reporter shall ensure that all Users do not attempt to access or view any data in CHIA's systems, transmissions, or platforms by any means or for any purpose other than what is necessary to submit required data to CHIA on behalf of Data Reporter;
  - e. Data Reporter shall ensure that all Users maintain the confidentiality of all data accessed or received through CHIA's Web-Based Submission Platforms and do not disclose, share, or use such data except as necessary to fulfill Data Reporter's obligations under this Agreement. Data Reporter shall ensure that Users discuss data accessed through CHIA's systems only as required to perform their job duties and conduct such conversations only in secure areas.

If a User receives data not intended for their receipt, Data Reporter shall ensure the User immediately notifies CHIA and Data Reporter and deletes all copies after receiving instructions from CHIA. This confidentiality obligation applies to all data, including but not limited to Protected Information as defined in Section 1, and survives termination of this Agreement and termination of any individual user's access;

- f. Data Reporter shall ensure that all Users take reasonable precautions to prevent unauthorized access to CHIA's systems, data transmissions between CHIA and the Data Reporter, and the control structure applied to transmissions. Data Reporter shall ensure that all Users regularly run anti-malware software to prevent the input or uploading of any viruses or other code capable of disrupting or disabling CHIA's computer hardware or software. Data Reporter shall ensure that all Users use CHIA's Web-Based Submission Platforms only as authorized by Data Reporter and only to fulfill their job responsibilities related to data submission to CHIA. Data Reporter shall ensure that all Users understand that their access to CHIA's systems may be terminated at any time by Data Reporter or CHIA, and that they will immediately cease all access upon notice of termination and remain bound by these confidentiality and security obligations even after their access to CHIA's systems is terminated or their employment with or engagement by Data Reporter ends. Data Reporter shall notify CHIA immediately of any unauthorized access to CHIA's Web-Based Submission Platforms, systems or data and of any breach of this Agreement. Such notification shall include the identity of such individual(s) and the nature of the breach. CHIA shall have the right, at its own expense and after reasonable notice, to conduct an audit of Data Reporter during normal working hours to determine if Data Reporter is in compliance with the terms of this Agreement.
7. Data Reporter is responsible for all costs, charges, or fees it may incur by transmitting electronic transmissions to, or receiving electronic transmissions from, CHIA. Data Reporter will provide and maintain at its own expense the personnel, equipment, software, training, services and testing necessary to implement the requirements of this Agreement.
8. This Agreement will terminate when the Data Reporter is no longer required to submit or receive data from CHIA's Web-Based Submission Platforms, or upon termination by CHIA. CHIA may terminate this Agreement, and the Data Reporter's access to CHIA's Web-Based Submission Platforms, at any time. Termination of this Agreement will not relieve the Data Reporter of its obligations under this Agreement with respect to CHIA data received by the Data Reporter before the effective date of the termination.

## DATA REPORTER:

By executing this Agreement, the undersigned represents and warrants that they are duly authorized to execute this Agreement on behalf of the Data Reporter and acknowledges that Data Reporter has read, understands, and agrees to be bound by all terms and conditions set forth herein.

### Data Reporter

/s/ _____ Authorized Signor
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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## AGREEMENT ADMINISTRATOR DESIGNATION:

Data Reporter hereby designates the following individual as the Agreement Administrator. This person will have the authority to add, modify and delete Users for Data Reporter as well as reset passwords for the use of Web-Based Submission Platforms administered by CHIA. Data Reporter will promptly notify CHIA of any changes in this person's employment status or role.

### Agreement Administrator

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

For questions, please contact CHIA at [Data@chiamass.gov](mailto:Data@chiamass.gov).

# Exhibit A - User Authorization Form

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This User Authorization Form must be completed and submitted by Data Reporter or Agreement Administrator to authorize an individual user to access CHIA's Web-Based Submission Platforms pursuant to the Data Reporter User Agreement.

I acknowledge and agree to the following:

1. I have read and understand the Data Reporter User Agreement executed by Data Reporter with CHIA, including all obligations applicable to users of CHIA's Web-Based Submission Platforms.
2. I agree to comply with all terms, conditions, and obligations set forth in the Data Reporter User Agreement, including but not limited to maintaining the confidentiality and security of login credentials, using systems only as authorized, and protecting the confidentiality of all data accessed.
3. I understand that my access to CHIA's systems may be terminated at any time by Data Reporter or CHIA, and I will immediately cease all access upon notice of termination.
4. I acknowledge that I remain bound by confidentiality and security obligations even after my access is terminated or my relationship with Data Reporter ends.
5. I understand that violation of these obligations may result in immediate termination of my access and may subject me and Data Reporter to legal consequences.

I hereby acknowledge that I have read and understand the Data Reporter User Agreement and agree to be bound by its terms as a condition of receiving access to CHIA's Web-Based Submission Platforms.

Required Information for User Account

Signature: /s/ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City

State

Zip Code

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Only check the submission(s) that the User will submit or have access to under this Agreement.

## Payers/Filers

- APCD Member Simplified
- APCD Medical Claim
- APCD Dental Claim
- APCD Pharmacy Claim
- APCD Member Eligibility
- APCD Provider
- APCD Product
- APCD Benefit Plan Control\*
- SFTP APCD Carrier Submitter
- Relative Prices
- Total Medical Expenses
- Alternative Payment Methods
- Prescription Drug Rebates
- Primary Care & Behavioral Health Expenditures (PCBH)
- Pharmacy Benefit Manager (PBM)
- Quality Measurement Catalog (QMC)
- Quality Measurement Performance (QMP)

\* For risk adjustment carriers only

## Other Provider Cost Reports

- Adult Day Health (ADH) Cost Report <sup>¥</sup>
- Ambulance and Wheelchair Van Revenue Report<sup>¥</sup>
- Community Health Centers Cost Report<sup>¥</sup>
- Home Health (HH) Cost Report<sup>¥</sup>
- Continuous Skilled Nursing (CSN) Cost Report<sup>¥</sup>

<sup>¥</sup> List MassHealth Provider ID: \_\_\_\_\_

- Temporary Nursing Services (TNS) Cost Report<sup>^</sup>

<sup>^</sup>List DPH ID: \_\_\_\_\_

## Hospitals

- Annual Hospital Cost Report
- Top Ten Highest Compensated Employees
- Hospital Health System (HHS) Standardized Financial<sup>†</sup>
- Electronic Health Record Data (EHRD)
- Case Mix - Behavioral Health Inpatient Data (BHID)
- Case Mix – Hospital Inpatient Discharge Data (HIDD)
- Case Mix – Outpatient Observation Data (OOD)
- Case Mix – Emergency Department Data (EDD)

<sup>†</sup>List HHS Name (include hospital health system, hospital(s), and physician organization(s) data):  
\_\_\_\_\_

## Nursing Facility Cost Reports

- Nursing Facility Cost Report Data Entry Only (SNF-CR)
- Nursing Facility Cost Report Preparer (SNF-CR)
- Nursing Facility Cost Report Authorized Signatory(SNF-CR)
- Realty Company Cost Report Data Entry Only (REA-CR)
- Realty Company Cost Report Preparer (REA-CR)
- Realty Company Cost Report Authorized Signatory (REA-CR)
- Management Company/Central Office Cost Report Data Entry Only (MGT-CR)
- Management Company/Central Office Preparer (MGT-CR)
- Management Company/Central Office Authorized Signatory (MGT-CR)

## USER:

I certify I have read the above terms and conditions and agree to be bound thereby as a condition of access to and use of CHIA Submissions.

## Data Reporter

I certify that the individual identified above is authorized to access CHIA's systems on behalf of Data Reporter.

<p>/s/ _____ Authorized Signor</p>
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### For CHIA Use Only

Contact ID: _____
User ID Assigned _____
Date Access Granted: _____
CHIA Representative: _____