

## **Agreement for Use of Kentucky Health Facility and Services Data**

This agreement between the Kentucky Cabinet for Health and Family Services, Office of Data Analytics (ODA), and the individual whose signature appears below, applies to all health facility and services data collected in compliance with KRS 216.2920-216.2929, including but not limited to subsets of patient level records in full or in part, and any and all summaries or aggregations of data which may be derived from original data or any subset thereof. In accordance with KRS 216.2927, for use of this data set the recipient must sign the below public-use data agreement and abide by the HIPAA Privacy Rule. By executing this agreement, the Recipient understands and affirms that the data may only be used for the prescribed purposes and consistent with the following standards.

***Personal identifiers:*** Patient level health facility and services data have been purged of name, address, social security number, and other direct personal identifiers to prevent individual patient identification. Nevertheless, the undersigned agrees that no attempt will be made to identify individual patients through any means or methods without expressed written permission of the Kentucky Cabinet for Health and Family Services. Furthermore, the undersigned agrees that information derived or summarized from patient-level data which could result in the identification of any specific individual will not be released or made public. The use of this data to identify any person constitutes a violation of this agreement and may constitute a violation of the HIPAA Privacy Rule and state confidentiality statutes. In addition, methods that could be used to identify individuals directly or indirectly shall not be disclosed, released, or published.

Data recipients shall not attempt to contact individuals who are the subject of the data for any purpose whatsoever, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to the Cabinet for Health and Family Services.

***Establishment identifiers:*** Identifiers for hospitals, clinics, physicians, and other health care providers have been included on patient level records in compliance with the aforementioned statute for the purpose of making cost, quality, and outcome comparisons among providers. Such purpose does *not* include the use of information concerning individual providers for commercial or competitive purposes involving those providers, or to determine the rights, benefits, or privileges of such providers. Under this agreement, users of data shall not contact providers for the purpose of verifying received data or summaries derived therefrom.

ODA shall certify that the administrative health claims data provided to the undersigned is accurate, except that ODA and the individual whose signature appears below expressly agree that ODA is not responsible for the accuracy of information or data provided by third-parties.

For the purposes of this agreement recipient shall mean any individual or organization including its members who will be furnished access to data under this agreement.

The undersigned gives the following assurances with respect to data obtained under the terms and conditions of this agreement:

**I. Restrictions:**

- Recipient will not attempt to link, or permit others to attempt to link the records of persons in this data set with personally identifiable records from any other source without prior written approval from the Kentucky Cabinet for Health and Family Services;
- Recipient will not attempt to use, or permit others to use the data sets to learn the identity of any person included in any set, nor shall recipient contact any individuals represented in the data;
- Recipient will not release, or permit others to release any information based on these data that identifies individuals, either directly or indirectly;
- Recipient will not release, or permit organizations or individuals outside of recipient's direct control or the control of the organization specified below to release the data sets or any part of them to any person who is not an authorized employee of the organization specified below;
- Recipient will not permit access to data to subcontractors, nor assign or delegate duties described herein to subcontractors without written approval from the Office of Data Analytics. Recipient will be responsible for the subcontractor's performance, and for meeting all the terms of the agreement. All subcontractors are prohibited from the independent use of the data, information, statistics, project results, and reports prepared pursuant to this agreement;
- Recipient will in accordance with CMS Guidelines not release, or permit others to release a report or summary of data without suppressing cells that contain a value of 1 through 10. If the cell's original size can be determined by subtraction from the total, then totals also should be removed from the table or the exact number of the next smallest cell shall also be withheld;
- Recipient will not make any statement, nor permit others to make statements implying or suggesting that interpretations drawn are those of health care providers that may be identified in the data, either individually or as a group, or those of Kentucky Cabinet for Health and Family Services;

- Recipient or any employee of their organization with access to this data will not redistribute or sell data in the original format and will not redistribute or sell a subset of the data or an aggregate product of the data;
- Recipient will not use the requested data for marketing or commercial purposes. For the purposes of this agreement commercial purposes does not include the use of data for publication by a newspaper or periodical, informational purposes by a radio or television station in its news program, and in the preparation for prosecution or defense of litigation or claims settlement; and
- Recipient will use data as limited by this agreement and only for the purpose of health statistical reporting and analysis or as specified in the user's written and approved request for the data.

## **II. Security**

- Recipient will provide a copy of this agreement to each individual granted access to data under this agreement. Each individual shall read and acknowledge understanding of the compliance with the terms set out herein. The recipient shall keep records of members who will have access to such records and their agreement of these terms;
- Recipient and any subcontractors, or agents of the recipient, agree to comply with all applicable state and federal confidentiality laws and to protect the security, confidentiality and integrity of health information. The recipient acknowledges and agrees that the Kentucky Cabinet for Health and Family Services shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of the agreement;
- Recipient will inform the Kentucky Cabinet for Health and Family Services, Office of Data Analytics within three (3) business days of discovery of any use or disclosure of the data not provided for by this agreement of which recipient is aware;
- Recipient will not store sensitive data on mobile data storage media unless there is a documented business necessity approved in writing by the Chief Information Security Officer of CHFS. Mobile data storage media includes any data storage medium which may be easily transported by an individual without any special equipment. Mobile data storage media includes, but is not

limited to external hard drives, flash drives, and smartphones. All data storage media containing sensitive data must be physically and logically secured; and

- Recipient shall, upon learning of any unauthorized breach/access, theft, or release of Commonwealth data containing "Identity Information," immediately notify the Office of Data Analytics, the Office of Procurement Services, and the Commonwealth Office of Technology. Recipient is subject to the requirements of KRS 61.931-934.

### **III. Publication**

- The Office of Data Analytics supports independent scientific inquiry and reporting, and will work with the recipient to ensure scientific rigor and transparent sharing of analytic findings. Recipient retains unilateral control of the decision-making concerning publication;
- Recipient will provide copies of any final materials produced including but not limited to manuscripts, presentations, summaries, research results, policy briefs, press releases, issue briefs, blog posts, short articles in trade journals, op-eds, targeted outreach to receptive outlets, and our institutions' social media and web platforms. Delivery of the notice shall be prior to publication to the following (if applicable): Healthcare Data Administrator, Office of Data Analytics, Kentucky Cabinet for Health and Family Services; 275 E. Main St. 4W-E Frankfort, KY 40602 or by email to OHDA@ky.gov;
- Recipient will acknowledge the "Kentucky Cabinet for Health and Family Services, Office of Data Analytics" as data source in any and all publications based on these data; and
- Recipient will include a disclaimer that content is solely the responsibility of the authors and does not necessarily represent the official views of the Cabinet for Health and Family Services.

Violation of this agreement will result in action by the Kentucky Cabinet for Health and Family Services. Violations deemed unlawful may be referred to the Commonwealth Attorney, state and/or local law enforcement, the Federal Bureau of Investigation, or other appropriate legal authority for investigation and/or prosecution.

**Note: The person signing this data use agreement must be the person to whom the data product is delivered.**

Data will be owned by (choose one):    ☐ Signatory    ☐ Organization

Print name: \_\_\_\_\_ Email: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Organization and Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Data Requesting (years and IP/OP): \_\_\_\_\_

\_\_\_\_\_

Intended Use: \_\_\_\_\_

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