



**RHODE ISLAND DEPARTMENT OF HEALTH
ALL-PAYER CLAIMS DATABASE
DATA USE AGREEMENT FOR NON-RHODE ISLAND STATE REQUESTERS**

This Data Use Agreement SR#XX (“Agreement”) is effective beginning on the date that the last party signs this Agreement (“Effective Date”), ends upon project completion, anticipated to be DATE (“End Date”), and is between the parties, XXXX (“Receiving Organization”) and the Rhode Island Department of Health (“RIDOH”).

- 1) **Purpose.** This Agreement specifies the terms and conditions under which RIDOH may release and the Receiving Organization may obtain, use, and disclose Rhode Island All-Payer Claims Database data files or reports specified in Section 5 of this Agreement, and/or any derivative files (“APCD Data”).
- 2) **Applicable Law.** This Agreement is subject to 216-RICR-10-10-5 pursuant to the Administrative Procedures Act (R. I. Gen. Laws Chapter 42-35), the Confidentiality of Health Care Information Act (R. I. Gen. Laws Chapter 5-37.3), the Health Insurance Portability and Accountability Act, and all other applicable laws (collectively, as amended from time to time, “Applicable Law”).
- 3) **Terms.**
 - (1) The terms and conditions of this Agreement can only be changed by a written modification by the parties to this Agreement.
 - (2) If an Applicable Law requires a change in this Agreement, the parties will consider that change to be made automatically, but only to the minimum extent required by that Applicable Law. Following amendment of the Agreement in this manner, the parties shall, as necessary, work together to clarify their respective obligations with respect to any new requirements under the modified Applicable Law.
 - (3) If there is a conflict between the terms or conditions of this Agreement, on the one hand, and any other agreement between the parties, on the other hand, the terms and conditions of this Agreement shall prevail.
 - (4) If an extension to this Agreement is necessary, the duration may be extended in writing only by the parties specified in this Agreement.
- 4) **Project and Application.** This Agreement pertains to the project entitled _____ as described in the RI-APCD Data Release Application # _____ approved by RIDOH and incorporated into this Agreement as Exhibit A. This Agreement shall apply to any duly approved amendment to, or restatement of, the application referred to in the immediately preceding sentence. Any other projects, uses and users require separate applications and approvals.
- 5) **Covered Data.** This Agreement pertains to the following files, in accordance with the specifications, as requested and approved in Exhibit A:



Type of File	Years

6) **Attachments.** The parties mutually agree that the following specified Exhibits are part of this Agreement:

Exhibit A: Approved RI-APCD Data Release Application # _____

Exhibit B: RI-APCD Data Display and Reporting Policy

Exhibit C: Certificate of Data Destruction or Retention

Exhibit D: Payment Schedule

7) **Ownership of Information.** The Receiving Organization agrees that RIDOH owns and retains ownership of all APCD Data released to the Receiving Organization under this Agreement. The Receiving Organization will not disclose, release, reveal, show, sell, rent, lease, loan, submit, present or otherwise grant access to the APCD Data unless specifically approved in Exhibit A.

8) **APCD Data Use.**

(1) The Receiving Organization will use APCD Data only for the purposes identified in Exhibit A.

(2) The Receiving Organization will ensure that access to APCD Data is provided only to the authorized individuals listed in Exhibit A, including employees, agents, and/or approved subcontractors.

(3) The Receiving Organization and its authorized individuals will not attempt to identify individuals in the APCD Data in any way.

(4) The Receiving Organization will not link APCD Data to any other data sources other than those approved in Exhibit A and for the purposes approved in Exhibit A.

9) **APCD Data Disclosure.** The Receiving Organization will strictly adhere to the provisions of Exhibit B: RI APCD Data Display and Reporting Policy in all reports, analyses, displays, products and other data uses (“Outputs”) to prevent identification of individuals.



10) Pre-Dissemination Review of all Outputs.

- (1) The Receiving Organization shall submit all Outputs to RIDOH at least 30 days prior to any information being disseminated by the Receiving Organization beyond itself and its authorized users. Dissemination includes, but is not limited to: submitting such Outputs to journals, publications, peer review processes, federal or state agencies, presentations, or other public forums.
- (2) RIDOH will make every reasonable effort to review the Outputs within the expiration of the 30-day period referred to above, to confirm that the Receiving Organization has met all terms and conditions of this Agreement. RIDOH and the Receiving Organization agree that the Receiving Organization will not disseminate any Output unless it has been reviewed by RIDOH. If RIDOH cannot reasonably review the Outputs before the expiration of the 30-day period, RIDOH will (a) alert the Receiving Organization of this fact, by e-mail, no fewer than five days prior to the expiration of the 30-day period and (b) make a good faith effort to review such Outputs as soon as is practicable.
- (3) RIDOH will not review Outputs for the purposes of validating study results or for data quality/integrity purposes.
- (4) Every Output shall contain the following disclaimer:
“Data for this [report][analysis][product] was obtained through an approved request to the Rhode Island All-Payer Claims Database as administered by the Rhode Island Department of Health (RIDOH). Data was obtained for [year(s)]. RIDOH is not responsible for the author’s analysis, opinions and conclusions contained in this document.”
- (5) RIDOH reserves the right to disseminate Outputs for its own purposes and in its discretion.

11) Safeguards. The Receiving Organization will implement and maintain the Data Management Plan specified in Exhibit A. The Receiving Organization will not undertake any unsecured telecommunication or transfer of APCD Data. The Receiving Organization agrees that APCD Data may not be physically moved, transmitted or disclosed in any way other than the way(s) indicated in Exhibit A, without written approval from RIDOH unless such movement, transmission or disclosure is required by Applicable Law.

12) Subcontractors. If subcontractors are utilized, the Receiving Organization agrees to enter into a written contract with each agent and subcontractor receiving or accessing APCD Data, binding the subcontractor to the terms and conditions of this Agreement.

13) Reporting Requirements

- (1) Ongoing Updates



- (a) The Receiving Organization agrees to provide quarterly updates to RIDOH regarding project status, or as requested by RIDOH;
 - (b) The Receiving Organization agrees to submit an annual update to RIDOH reporting project status and any other information requested by RIDOH as long as the APCD Data is still in use by the Receiving Organization.
- (2) Application Amendments: The Receiving Organization will submit any requested amendments to the approved application in Exhibit A to RIDOH no event less than 90 days before such amendment will become effective.
- (3) Mitigating Unauthorized Uses or Disclosures of Data
- (a) The Receiving Organization agrees to report any unauthorized use, reuse or disclosure of APCD Data to RIDOH within 48 hours of becoming aware of the incident. The report will include the date of the incident; any harmful effects that may or have been caused by the unauthorized use or disclosure; details about the most likely causes of the incident and how it occurred; and a description of the APCD Data accessed, used, or disclosed.
 - (b) If RIDOH has reasonable belief that the Receiving Organization has made use, reuse or disclosure of the APCD Data, RIDOH may, in its sole discretion, require the Receiving Organization to do one or more of the following:
 - (i) Investigate and report to RIDOH the Receiving Organization's determinations regarding any alleged or actual unauthorized use or disclosure;
 - (ii) Promptly resolve any issues or problems identified by the investigation;
 - (iii) Submit a corrective action plan outlining the steps that the Receiving Organization will take to prevent future unauthorized use or disclosure; or
 - (iv) Return or destroy the APCD Data received from RIDOH under this Agreement.
 - (c) The Receiving Organization will preserve evidence relating to each incident, including log report data to be shared with RIDOH within 14 calendar days of request. The Receiving Organization agrees to cooperate with RIDOH, and other related State and Federal agencies in any investigation into an unauthorized use, reuse or disclosure.
 - (d) RIDOH will send written notification to the Receiving Organization about the start and end dates of the cure period and documentation to prove the remedy has been implemented. Thereafter, RIDOH may accept this proof or terminate the Agreement.
 - (e) The Receiving Organization will disclose each incident in future applications for APCD Data. RIDOH will consider past incidents involving unauthorized use, reuse or disclosure of APCD Data in its review of future requests from the Receiving Organization. Prior incidents may impact the Receiving Organization's ability to access APCD Data in the future.

14) Termination.



- (1) If RIDOH determines that the Receiving Organization has violated a material term of this Agreement, RIDOH may terminate this Agreement immediately via written notification. Upon request, RIDOH may grant the Receiving Organization a period of up to 30 calendar days to cure the violation.
- (2) Upon termination, the Receiving Organization will return or destroy all APCD Data and will not retain, nor allow any of its agents or subcontractors to retain, any APCD Data received under this Agreement. The Receiving Organization's duty to destroy APCD Data includes, but is not limited to, the obligations to destroy all copies of APCD Data including electronic backup medium, and to destroy all APCD Data in accordance with the methods established by the U.S. Department of Health and Human Services in its *Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals*. The Receiving Organization will confirm destruction in writing to RIDOH via Exhibit C: Certificate of Data Destruction or Retention.
- (3) The following Sections survive expiration or termination of this Agreement: 2, 3, 7, 8, 9, 11, 12, 13, 14, and 16.

15) Government Access. The Receiving Organization will provide records to the Director of RIDOH upon their reasonable request. Neither the Receiving Organization nor RIDOH waives any attorney-client, accountant-client, or other legal privilege or confidentiality as a result of this Agreement.

16) Indemnification. The Receiving Organization agrees to indemnify, hold harmless and defend RIDOH and its affiliates from and against any and every claim, cause of action, obligation, liability, judgment, damage, loss, cost, expense, and fee (including without limitation reasonable attorneys' and court fees) arising out of or relating to the Receiving Organization's breach of this Agreement, willful negligence, or failure to perform its obligations under this Agreement. If RIDOH, in its sole discretion, determines that the risk of harm created by such a breach or alleged breach of APCD Data requires notification of affected individuals and/or other remedies, the Receiving Organization agrees to carry out such remedies under the direction of and without cost to RIDOH. No other agreement between the parties alters a party's liability under this Agreement, but this Agreement does not limit a party's liability under any other agreement.

17) Correspondence. Each party will send any reports or notices required under this Agreement to the other party via email or first-class mail according to the contact information listed below.

Receiving Organization Contact	RIDOH Contact
Name:	Sam Viner-Brown
Title:	Chief, Center for Health Data and Analysis
Address:	3 Capitol Hill Providence, RI 02908



Phone:	Phone: 401-222-5122
Email:	Email: samara.vinerbrown@health.ri.gov

18) Authority. Each signatory agrees by signing below that it has authority to sign this Agreement on behalf of the party the signatory represents. Each entity agrees to be bound by the terms and conditions of this Agreement.

Receiving Organization:	RIDOH
<u>Authorized Signatory</u>	<u>Authorized Signatory</u>
Name:	Name: Sam Viner-Brown
Title:	Title: Chief, Center for Health Data and Analysis
Signature:	Signature:
Date:	Date:
Phone:	Phone: 401-222-5122
Email:	Email: samara.vinerbrown@health.ri.gov



Exhibit B

RI APCD Data Display and Reporting Policy

1. All Outputs must adhere to the CMS cell size suppression policy, as stated in the *CMS Identifiable Data Use Agreement, Section 9*, available at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/Downloads/CMS-R-0235.pdf>. This policy stipulates: “that no cell (*e.g.*, admittances, discharges, patients, services) 10 or less may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less.”
2. Outputs must use complementary cell suppression techniques to ensure that cells with 10 or fewer observations cannot be identified by manipulating data in the Output.
3. Member-level records may not be disseminated or published in any form.



Exhibit C
Certificate of Data Destruction or Retention

Receiving Organization Name: _____

Date: _____

DUA Number: _____

INSTRUCTIONS:

This Certificate must be completed and returned to RIDOH within 30 days of the End Date specified in the DUA number listed above (project completion date).

Section 1: Completed by Receiving Organization

Please check the appropriate box below:

I certify that the Receiving Organization has destroyed all APCD Data received from RIDOH under the DUA number listed above, including copies, subsets, and manipulated files, held by all individuals who had access to, and from all electronic media, in accordance with the terms and conditions of the DUA.

I certify that the Receiving Organization has been approved by RIDOH to retain all APCD Data received from RIDOH under the DUA number listed above until _____ [date]. Attach documentation of the approval.

Section 2: Completed by Receiving Organization

Media Types, and Methods of Destruction (include any specific tools used): _____

Destroyed by (print name and title): _____ Date: _____

Section 3: Receiving Organization Certification (Initials required)

____ I hereby certify that all ePHI data and backups have been destroyed, including any and all copies of the data on any portable media. Furthermore, no ePHI data has been retained by the Receiving Organization or any subcontracted entities (Exceptions

Section 4: Receiving Organization's Authorized Signature

Authorized person's signature: _____ Date: _____

Authorized person (print name and title) _____

Section 5: RIDOH Authorized Signature

Authorized person's signature: _____ Date: _____

Authorized person (print name and title) _____



Exhibit D Payment Schedule

Submit this form and payment upon notification of data request approval.

_____ (Receiving Organization) agrees to pay a fee of \$_____ to the Rhode Island Department of Health (RIDOH) for receipt of the HealthFacts RI data approved in the RI-APCD Data Release Application #_____ within 30 days of notification of approval.

This fee covers data delivery for _____ (start date) through _____ (end date), and includes:

- Initial delivery of ___ extracts or reports
- ___ refreshes of extracts or reports
- ___ hours of analytics support
- ___ hours of technical assistance

For requests requiring data refreshes, the Receiving Organization agrees to pay RIDOH on an annual basis for all refreshes scheduled for delivery during that year, within 30 days of the new year (start date).

Receiving Organization:

Authorized Signatory

Signature:

Name:

Title:

Phone:

Email:

Application Number:

Project Title:

Date Application Approved:

Make checks payable to: Rhode Island General Treasury. Enclosed check to be applied to:

Data Acquisition Fee

Mail this form and payment to:
Rhode Island Department of Health
Center for Health Data and Analysis
Attn: Siena Napoleon
3 Capitol Hill
Providence, RI 02908