

DATA USE AGREEMENT

This Agreement made the ____ day of _____, 20____, by and between the Hospital Industry Data Institute (HIDI), a Missouri not-for-profit corporation and _____ (Recipient).

WITNESSETH:

1. HIDI collects certain data from hospitals, ambulatory surgery centers, and other health care providers pursuant to written agreements in the nature of “business associate agreements” and “data use agreements” as those terms are defined and used in certain federal regulations contained in 45 C.F.R. Parts 160 and 164, relating to the use and disclosure of protected health information (PHI).
2. Data use agreements specifically describe a “limited data set” and limits on PHI that may be disclosed by HIDI, elements of which are more specifically hereinafter set forth.
3. Recipient is interested in obtaining data from HIDI for the purpose of research, public health or health care operations, more particularly described in Appendix A, Sections 1 and 2 and Appendix B, as applicable.
4. It is the intent that all parties will treat the data in a manner to fully comply with the aforesaid federal regulations.

NOW, THEREFORE, based upon the forgoing recitals, the parties agree as follows:

- A. Pursuant to the provisions of 45 C.F.R. 164.514, and in compliance with applicable data use agreements, HIDI may disclose data, including a limited data set, to Recipient. Such data shall exclude the following identifiers specified in 45 C.F.R. 164.514 (e)(2): (i) names; (ii) postal address information, other than town or city, state and zip code; (iii) telephone numbers; (iv) fax numbers; (v) electronic mail addresses; (vi) Social Security numbers; (vii) medical record numbers; (viii) health plan beneficiary numbers; (ix) account numbers; (x) certificate/license numbers; (xi) vehicle identifiers and serial numbers, including license plate number; (xii) device identifiers and serial numbers; (xiii) Web universal resource identifiers; (xiv) Internet protocol address numbers; (xv) biometric identifiers, including finger and voice prints; and (xvi) full face photographic images and any comparable images.
- B. Recipient may use or disclose the data only for purposes of research, public health or health care operations. Public disclosure of data may occur if consistent with the terms of this agreement and permitted by law. Recipient shall not use or further disclose the data in a manner that would violate the requirements of 45 C.F.R. Parts 160 and 164.
- C. The data elements or categories of data elements that may be requested are described in Appendix A, Section 6. Data requested may be disclosed only in compliance with federal law.

D. A description of the research project, including, title, purpose and other Institutional Review Board (IRB) information shall be submitted to HIDI by completing Appendix B.

E. Recipient will:

1. Not use or further disclose data other than as permitted by this Data Use Agreement or as otherwise required by law;
2. Use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Data Use Agreement;
3. Report to HIDI any use or disclosure of the data not provided for by this Data Use Agreement of which it becomes aware;
4. Ensure that any employees or agents, including subcontractors, to whom it provides data agree to the same restrictions and conditions that apply to HIDI with respect to such data, including, but not limited to (i) destruction or return of the data to Recipient upon fulfillment of the purpose for which the data were disclosed, (ii) not use or redisclose the data except for the purposes for which the agent or subcontractor has obtained the data and (iii) provide reasonable assurances the data will be maintained in a safe and secure manner;
5. Limit the use or receipt of the data set to the individual(s) who require access in order to perform activities permitted by this Agreement. A copy of any further data use agreement(s) Recipient enters into with respect to the data will be available to HIDI upon request;
6. Not attempt to identify individuals in the data, or contact any individuals who may be identifiable in such data or identify or contact individuals who may be identifiable with the use of an additional data source;
7. Make no statement and will prohibit others from making statements indicating or suggesting that interpretations drawn are those of the data sources or HIDI; and
8. Acknowledge in all reports based on these data that the source of the data is the Hospital Industry Data Institute along with the time period covered by the data and selection criteria used for included data.

F. If HIDI becomes aware of a pattern of activity or practice of Recipient that constitutes a material breach or violation of this Data Use Agreement, then HIDI shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, shall:

1. Discontinue disclosure of data to the recipient
2. Demand all data be returned and/or destroyed; and
3. Report the problem to the Secretary of the United States Department of Health and Human Services.

G. The parties agree to each be liable for their own conduct, including but not limited to any breach of this Data Use Agreement or violation of federal or state privacy laws, including 45 C.F.R. Parts 160 and 164 and the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 201, et seq.) and to indemnify the other parties against any and all losses therefore.

- H. The duties and responsibilities imposed upon Recipient shall survive the termination or expiration of this Data Use Agreement with respect to any data that remains in the possession of Recipient.
- I. Notwithstanding any other right or remedies provided for in this Data Use Agreement, HIDI shall have the right to seek injunctive relief to prevent or stop any unauthorized use or disclosure of data by Recipient.
- J. This Data Use Agreement shall be governed by the law of the state of Missouri and the parties agree that the appropriate federal district court located in the state of Missouri or courts of the state of Missouri shall have jurisdiction over this matter.
- K. Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Data Use Agreement without the prior written consent of the other.
- L. The signatories to this Data Use Agreement represent and warrant that they are authorized to execute the same and bind their respective parties.
- M. Either party may terminate this Agreement upon 10 days written notice to the other party. The duties and responsibilities imposed upon Recipient with respect to any data obtained by Recipient shall survive the termination.

IN WITNESS WHEREOF, the parties have executed this Data Use Agreement effective the date first above written.

HOSPITAL INDUSTRY DATA INSTITUTE

RECIPIENT

 Theresa Rogers
 Senior Vice President of
 Data & Information Services

 Signature

 Printed Name

 Title

Description of Data Request

1. Purpose (check one): Public Health Health Care Operations
 Research (If selected, complete additional information on the following page)
2. Description: _____

3. Source (check all that apply):
- Inpatient
 Outpatient - Classified (ED, Surgery, Observation, Clinical Services Only)
 Outpatient - Unclassified and Excluded Only (Lab, Home Health, Pharmacy etc.)
4. Data (check one): Aggregate (hospital, patient or physician **are not** identified)
 Specific (hospital, patient or physician **are** identified)
5. Time period of data: Federal Fiscal Year(s) _____ Other _____
 (Time period other than federal fiscal year may incur additional costs.)

6. Select required data elements:

- | | |
|---|---|
| <input type="checkbox"/> Hospital I.D. * | <input type="checkbox"/> Observation Hours |
| <input type="checkbox"/> AHA Hospital I.D. * | <input type="checkbox"/> Discharge Disposition |
| <input type="checkbox"/> Region of Hospital | <input type="checkbox"/> Principal Diagnosis Code |
| <input type="checkbox"/> Patient Age | <input type="checkbox"/> Other Diagnosis Codes |
| <input type="checkbox"/> Patient ZIP Code | <input type="checkbox"/> Principal Procedure Code *** |
| <input type="checkbox"/> Patient County Code | <input type="checkbox"/> Other Procedure Codes *** |
| <input type="checkbox"/> Patient Sex | <input type="checkbox"/> DRG Code (inpatient only) |
| <input type="checkbox"/> Patient Race | <input type="checkbox"/> MDC Code (inpatient only) |
| <input type="checkbox"/> Patient Ethnicity | <input type="checkbox"/> CCS Code (outpatient only) |
| <input type="checkbox"/> Admission Type | <input type="checkbox"/> Revenue Category Flags (outpatient) |
| <input type="checkbox"/> Source of Admission | <input type="checkbox"/> Service Category Flags (outpatient only) |
| <input type="checkbox"/> Primary Payer Category | <input type="checkbox"/> Surgical Patient |
| <input type="checkbox"/> Place of Service | <input type="checkbox"/> Attending Physician ** |
| <input type="checkbox"/> Charges ** | <input type="checkbox"/> Other Physician ** |
| <input type="checkbox"/> Discharge Date | <input type="checkbox"/> Patient-Level Limited Dataset |
| <input type="checkbox"/> Discharge Hour ** | (the user states all elements are required |
| <input type="checkbox"/> Admit Hour ** | as the minimum necessary) |
| <input type="checkbox"/> Length of Stay | |

* Available to participating member hospitals only

** Limited to requesting hospital or system patients only

*** Convert CPT-4 procedure codes to ICD-9 (check one) One to One One to Multiple No

NOTE: Contact HIDI staff at 573/893-3700 for additional data elements that may be available.

7. Describe requested report or file layout, or attach example.

8. Electronic format (check one):

- ASCII-DELIMITED ASCII-FLAT EXCEL ACCESS 2000+

Research Information

Project Title: _____

Purpose: _____

Principal Investigator _____

Hypothesis and variables to be investigated:

How will anonymity or confidentiality be assured (maintained)?

Research requires an approved IRB Yes _____ No _____

If IRB required by project: IRB Number _____

If IRB required, include a copy of the letter that includes the date of approval from an IRB, including any modifications, limitations or conditions required by that IRB, if applicable.

List all persons who will have access to data and who agree to abide by all terms and conditions of this agreement

Printed Name	Signature
_____	_____
_____	_____
_____	_____
_____	_____

Describe data and record security procedures that will be employed

I will not release data records to anyone not involved in conducting the study or allow anyone else to release data records. I will implement precautions designed to assure that no person(s), other than those listed in the approved protocol and proposal for this study, will have access to any data or other information provided by the Hospital Industry Data Institute which could identify a patient, physician or health care provider.

Principal Investigator Signature _____

Date Signed _____
