

Agreement for Use of Kentucky Health Claims Data

This agreement between the Kentucky Cabinet for Health and Family Services, Office of Data Analytics, and the individual whose signature appears below, applies to all health claims 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.

Personal identifiers: Patient level health claims 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. HB 444 allows a unique patient identifier that can not be tied to other data sets to be available for records after January, 2019. Records before January 1, 2019 do not have a patient identifier, and the undersigned agrees to this limitation.

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. Providers shall not be identified directly or by inference in disseminated material. Under this agreement, users of data shall not contact providers for the purpose of verifying received data or summaries derived therefrom.

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

- I will not attempt to link or permit others to attempt to link the hospital stay 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;
- I will not attempt to use or permit others to use the data sets to learn the identity of any person included in any set;
- I will not release or permit others to release any information based on these data that identifies individuals, either directly or indirectly;
- I will not release or permit organizations or individuals outside my 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 a member of the organization specified below;

- I will not permit access to data to subcontractors, nor assign or delegate duties described herein to subcontractors without providing written notification to the Office of Data Analytics. I 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 information, statistics, project results, and reports prepared pursuant to this agreement;
- I will notify the Office of Data Analytics within 72 hours of discovering that the data has been used/distributed in breach of this contract.
- I will not release or permit others to release a report or summary of data without suppressing cells of ten (10) or fewer records;
- I will not redistribute or sell data in the original format and I will not redistribute or sell a subset of the data or an aggregate product of the data; and
- I 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.

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, the police, 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 shipped.

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: _____
