

**THE KANSAS HEALTH POLICY AUTHORITY  
DATA ANALYTIC INTERFACE  
USE AGREEMENT**

**I. INTRODUCTION**

The Kansas Health Policy Authority is responsible for the development of a statewide health policy agenda including health care and health promotion components. KHPA, through a contract with Thomson Reuters, has developed the "Data Analytic Interface" (DAI hereafter) for use by authorized entities to conduct research into health and health-related concerns. The DAI will access information from the Kansas Medical Assistance programs (Medicaid), Kansas State Employee Health Program (SEHP) and the Kansas Health Insurance Information System (KHIS). This information may also include certain Protected Health Information ("PHI") and personal information that is confidential. Such information is afforded special treatment and protection pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"). In addition, Federal and state laws concerning information about recipients of Medicaid would apply. Any use of data from the DAI would be governed by the strict guidelines on the release of this information found at 42 C.F.R. § 431.300 to 431.307.

**II. PARTIES**

This Agreement is made between the Kansas Health Policy Authority (hereinafter "KHPA"), 900 SW Jackson, Room 900-N, Topeka, KS 66612, and \_\_\_\_\_, hereafter noted as "Data User".

**III. TERM**

This agreement will begin on \_\_\_\_\_ and terminate on \_\_\_\_\_.  
The parties may extend this term by a written and agreed amendment.

**IV. PAYMENT**

The Data User will pay \_\_\_\_\_

**V. PURPOSE**

Data User has requested access to the DAI for the purpose identified in their data access request. That request is attached and made part of this agreement. Data user agrees to only use the data for the purposes identified in the data access request. The requested data will be referred to as the "Limited Data Set".

**VI. METHOD FOR RELEASE OF DATA**

KHPA and Data User have agreed to release the data in the following format and/or method:

\_\_\_\_\_  
\_\_\_\_\_

**VII. KHPA RESPONSIBILITIES**

- A. KHPA shall designate a single point of contact for the Data User.
- B. KHPA will allow the Data User access to the DAI or a Limited Data Set extracted from the DAI as specified in Section VI above.
- C. If needed, KHPA gives Thomson Reuters permission to work on its behalf with the Data User.

**VIII. CONTRACTOR RESPONSIBILITIES**

- A. Except as otherwise noted, Data User may make all uses and disclosures of the Limited Data Set necessary to conduct the research described in the data access request. KHPA reserves the right to preview and (dis)approve all publications resulting from said access.
- B. Data User will limit the access to the Limited Data Set to only those of its employees and agents identified in the agreement in the Access section below. If the Data User needs to allow access to the Limited Data Set to a person or entity who is not an employee or agent, or an employee/agent not previously identified in the agreement, the Data User will seek and receive written permission from the KHPA contact for such access.
- C. Data User will use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this Agreement. This will include any necessary safeguards required by HIPAA and the Privacy Act.
- D. Data User agrees to safeguard the information it receives in the Limited Data Set. Data User agrees to follow the applicable federal and Kansas law, regulations and rules in handling the Limited Data Set and will be particularly vigilant and protective when such data contains protected health information, personal information, confidential information or other privileged information.
- E. Data user will ensure that any agent, including a subcontractor, to whom it provides the Limited Data Set, agrees to the same restrictions and conditions that apply through this Agreement to the Data User with respect to the Limited Data Set.
- F. Data User agrees to return the Limited Data Set and any derivative data sets created from the Limited Data Set to KHPA when this agreement terminates.
- G. If there is an unauthorized release of data, Data User agrees to follow the procedure for immediate notification and response noted in the Protection of Data section below.
- H. If Thomson Reuters indicates the need for consulting hours to be expended for any part of the research, the Data User must obtain approval from KHPA before proceeding as this may incur additional costs.

**IX. ACCESS**

Data User identifies the following employees or agents for the purpose of accessing the DAI or in receiving and using the Limited Data Set.

<u>NAME</u>	<u>RELATION</u>	<u>CONTACT</u>
_____	_____	_____
_____	_____	_____

**X. PROTECTION OF DATA**

General Rule: As noted above, the Data User agrees to comply with all applicable federal and state laws, regulations and rules concerning the protection of the data it has received from KHPA. Confidentiality, as it pertains to health information/data, is hereby governed in part by Title II of the Health Insurance Portability and Accountability Act, 1996 (HIPAA), the Privacy Act and any applicable state law. Additionally, KHPA is a covered entity under the act and, therefore, the Data User is not permitted to use or disclose health information in ways that KHPA could not do so. This protection continues as long as the data is in the hands of the Data User.

Definition: For purposes of this Section, the terms “Protected Health Information” and “PHI” mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, that the Institute receives from KHPA or that is created or received on behalf of KHPA. The terms “Protected Health Information” and “PHI” applies to the original data and to any data derived or extracted from the original data.

Notification: The Data User shall notify KHPA both orally and in writing of any use or disclosure of PHI not allowed by this Contract of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of KHPA.

Data User will notify the KHPA Privacy Officer immediately by telephone of any breach of security or privacy. If unable to contact the KHPA Privacy Officer by telephone, Contractor will send an e-mail to the Privacy Officer. The Contractor will follow phone or e-mail notification with a faxed or other written explanation of the breach, to include the following: date and time of breach, media or medium that contained the PHI, origination and destination of PHI, contractor unit and personnel associated with the breach, detailed description of PHI, anticipated mitigation steps, and the name, address, phone, fax number, and e-mail of the individual who is responsible for the mitigation. Address communications to:

*KHPA Privacy Officer  
Kansas Health Policy Authority  
900 S.W. Jackson Street, Room 900-N  
Topeka, Kansas 66612-1220  
Phone: (785) 296-6481  
Fax: (785) 296-8825*

Data Transmission: The Contractor agrees that it will not transmit PHI unencrypted over the Internet or other open networks or over any wireless communication device (i.e., cellular telephones).

Destruction of Data upon Completion of Contract: The Data User agrees that within thirty (30) days of the termination of this contract, it will return or destroy, at KHPA’s direction, any and all information or data that it has from this data use agreement. A written affidavit attesting to such destruction of data will be required from the Chief Information Officer, equivalent official,

or leadership team member.

Mandatory Destruction of PHI: Any PHI that the Data User maintains in any form or derivative will be destroyed. If the return or destruction of the PHI is not feasible, the protections of this Contract shall be extended to the information and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.

Termination for Compliance Violation: The Data User acknowledges that KHPA is authorized to terminate this contract if KHPA determines that the Data User, an employee or agent of the Data User, or a subsequent, unauthorized entity has violated a material term of this contract. If termination is not feasible due to an unreasonable burden on KHPA, the Data User's violation will be reported to the Secretary of Health and Human Services, along with the steps KHPA took to cure or end the violation or breach and the basis for not terminating the contract.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

Kansas Health Policy Authority

By: \_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_

Data User

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