



Vermont.

**Department of Banking, Insurance, Securities
and Health Care Administration
Division of Health Care Administration**

Agreement Number:

AGREEMENT FOR RELEASE OF NON-PUBLIC DATA ELEMENTS OF HOSPITAL DISCHARGE DATA

This agreement is made and entered into by and between the Vermont Department of Banking, Insurance, Securities and Health Care Administration of the State of Vermont (referred to hereafter as "BISHCA") and

(the "Licensee": Individual Name)

(the "Licensee": Organization/Institution Name)

BISHCA has in its possession certain health care information (the "data") that originates from Vermont hospitals. Some of that information may be individually identifiable, either directly or indirectly. The Licensee has demonstrated need for potentially identifiable data for research or other legitimate use. BISHCA and the Licensee hereby agree as follows:

1. BISHCA shall provide to the Licensee the data listed in Attachment A of this agreement.
2. The data is released to the Licensee subject to the following conditions:
 - a. The data shall be used solely for the purposes set forth in Attachment A of this agreement. The Licensee shall ensure that the data are seen and used only by those persons with a need to use it in connection with these approved purposes, and that those persons do not use the data for any other purpose or disclose the information to any other person or entity.
 - b. The data shall not be used in any manner that attempts to or does identify, directly or indirectly, any individual patients or health care practitioners.
 - c. The data shall not be used in any way to directly or indirectly identify individuals for the purpose of directly contacting individuals or any other activity that targets individuals through use of these data.
 - d. The Licensee shall pay the Vermont Department of Health (VDH) the cost associated with release of these data as set forth in Attachment B of this agreement.
 - e. The data shall not be used for any purpose other than those set forth in Attachment A in this agreement, nor shall it be disclosed to any other person or organization by the Licensee without the express written consent of BISHCA.

Please include initials and date:

Licensee _____ Date _____ / Custodian _____ Date _____ / State _____ Date _____

- f. The Licensee shall not publish or otherwise release any listings or information from individual records, with or without identifiers. In addition, the Licensee shall not release any statistical tabulation or research results that reveal information about identifiable individuals including reporting based on cells containing less than 10 records.
 - g. The Licensee shall establish appropriate administrative, procedural, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized access to it. Authorized representatives of BISHCA will, upon request, be granted access to premises where the files are kept for the purpose of inspecting these security arrangements.
 - h. The Licensee hereby designates _____ as custodian of these files. The custodian is responsible for observing all conditions of use set forth in this agreement and for establishing and maintaining security arrangements to prevent unauthorized use as required in this agreement. The Licensee agrees to notify BISHCA promptly in writing of any change in the custodian.
 - i. The Licensee acknowledges that the data is the sole property of BISHCA and that the Licensee has a license to use this data pursuant to this agreement only for the term established herein. The Licensee agrees that it has no rights to the data and cannot assign, pledge, convey, or transfer the data except as set forth in this agreement.
 - j. Upon the filing of any petition in bankruptcy by the Licensee or the initiation of any bankruptcy proceedings against the Licensee or reorganization proceedings affecting the Licensee or the claims of creditors of the Licensee that BISHCA determines might affect the data, the data in whatever form shall automatically revert to BISHCA free of all liens and encumbrances. The Licensee hereby waives all rights to interpose any objections to the reversion or to aid or support the claims of any third party that are adverse to the rights of BISHCA under this provision.
 - k. The Licensee shall retain the data and any files derived from the data until _____, at which time the Licensee agrees to permanently delete the data from its computer files and destroy any media containing these data. The Licensee shall not retain any data, copies of data or parts thereof after such time. Upon destruction of these data, the licensee shall provide signed verification to BISHCA that the data have been destroyed.
3. The Licensee shall incorporate the following disclaimer in all reports or publications that include data released under this agreement:

“Hospital discharge data for use in this study were supplied by the Vermont Association of Hospitals and Health Systems- Network Services Organization (VAHHS-NSO) through the Vermont Department of Banking, Insurance, Securities and Health Care Administration (BISHCA). All analyses, interpretations or conclusions based on these data are solely that of [the

Please include initials and date:

Licensee _____ Date _____ / Custodian _____ Date _____ / State _____ Date _____

Licensee]. VAHHS-NSO and BISHCA disclaim responsibility for any such analyses, interpretations or conclusions. In addition, as the data have been edited and processed by VAHHS-NSO, BISHCA assumes no responsibility for errors in the data due to coding or processing by hospitals, VAHHS-NSO's data processing contractor or any other organization, including [the Licensee].”

4. The Licensee assumes all liability for any use, furnishing, disclosure, publication, or revealing in any way by it or its agents, employees or Licensees of data furnished under the terms of this agreement. The Licensee shall hold BISHCA harmless from damages, litigation, liability or claimed liability, claims and expenses, including legal fees, resulting from such use, furnishing, disclosure, or revealing of the data, whether the use, furnishing, disclosure or revealing occurs during the term of this agreement or thereafter.
5. No rights or obligations of the Licensee under this agreement can be assigned without the prior written approval of BISHCA.
6. Each person signing this agreement hereby represents that he or she is authorized by the organization on whose behalf he or she is signing to enter into the agreement.
7. This agreement represents the entire understanding between the parties with respect to the Subject matter. All prior agreements, representations, statements, negotiations, and understandings are hereby superseded.
8. The Licensee acknowledges that penalties under state and federal law may apply with respect to any disclosure of information that is inconsistent with the terms of this agreement.

Licensee:

(Printed or typed name, title, and organization)

(Mailing Address: Street, P.O. Box, City, State, Zip Code)

(Telephone number) (Email address)

(Signature) (Date)

(Typed name of custodian of files, if different from licensee)

(Mailing Address: Street, P.O. Box, City, State, Zip Code, if different from licensee)

(Telephone number, if different from licensee)

(Signature) (Date)

Please include initials and date:					
Licensee _____	Date _____	/	Custodian _____	Date _____	/
				State _____	Date _____

Department of Banking, Insurance, Securities and Health Care Administration:

(Printed or typed name of BISHCA representative)

(Signature)

(Date)

(Telephone number)

(Email address)

Please include initials and date:

Licensee _____ Date _____ / Custodian _____ Date _____ / State _____ Date _____

**NON-PUBLIC DATA RELEASE AGREEMENT
ATTACHMENT A**

Instructions: All applicants requesting use of non-public data elements must provide detailed information as requested below. BISHCA will notify you if you do not provide adequate information. Failure to provide adequate information following a reminder will result in rejection of your application for use of non-public data elements. **Data users are strictly prohibited from using these data to directly or indirectly identify individuals for purposes of reporting, direct marketing or any other activity that targets individuals.**

Requirement 1: Description of Study

Describe in detail the purpose, use and planned dissemination of the study for which you are requesting to use non-public data elements. Include documentation of approval of the study by an institutional review board if applicable to this agreement. Provide additional documentation describing the study such as published articles, approved grant applications or contracts pertaining to the specific study for which you want to use the non-public data elements.

Requirement 2: Data Security

Describe your organization’s policies and procedures pertaining to protection and management of confidential and sensitive data. Describe how your organization will manage the files with the non-public data elements being requested. Identify persons and parties who will have access to this data pertaining to the study specified in this attachment under Requirement 1 including their titles and roles in this particular study.

Please include initials and date:					
Licensee _____	Date _____	/ Custodian _____	Date _____	/ State _____	Date _____

Requirement 3: Request for Specific Non-public Data Elements

Indicate (X) the types of files and years being requested. This must be directly related to the study described under Requirement 1 in terms of type of data and time frame.

DISCHARGE FILE TYPE	REPORTING YEAR(S)
<input type="checkbox"/> Inpatient	
<input type="checkbox"/> Outpatient Procedures and Treatments	
<input type="checkbox"/> Emergency Department	
Note: 2001 is the first reporting year available	

Please check each specific non-public data element that you are requesting to be included in your dataset. Select only those data elements required for the specific study described under Requirement 1 in this attachment.

Please describe the intended use for each requested data element and how this relates to your study as described under Requirement 1 in this attachment. We prefer to release data sets with non-public data elements on a “need to know” basis. If applicable, identify a subset of records and groupings that can be used to meet the requirements of your study. Examples of **subsets** include selection of records limited to a specific age range and/or gender and/or specific DRGs, diagnosis codes and/or procedure codes.

Groupings may include age groups instead of single-year age and county-level instead of town code-level geographic information. *Please attach additional documentation if you need more space to complete this requirement.*

NON-PUBLIC DATA ELEMENTS REQUESTED

NON-PUBLIC DATA ELEMENT	INTENDED USE RELATED TO THE PURPOSE OF THE STUDY	ALTERNATIVE SUBSETS AND/OR GROUPINGS	Approved by BISHCA (X)
<input type="checkbox"/> Date of Birth		Subsets: Groupings:	<input type="checkbox"/>
<input type="checkbox"/> Birth Weight for Neonates		Subsets: Groupings:	<input type="checkbox"/>
<input type="checkbox"/> Age (single year)		Subsets: Groupings:	<input type="checkbox"/>
<input type="checkbox"/> Race		Subsets: Groupings:	<input type="checkbox"/>
<input type="checkbox"/> Town Code		Subsets: Groupings:	<input type="checkbox"/>
<input type="checkbox"/> ZIP code		Subsets: Groupings:	<input type="checkbox"/>
<input type="checkbox"/> Admission hour		Subsets:	<input type="checkbox"/>

Please include initials and date: Licensee _____ Date _____ / Custodian _____ Date _____ / State _____ Date _____
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		Groupings:	
() Admission date		Subsets:	()
		Groupings:	
() Discharge date		Subsets:	()
		Groupings:	
() Principal Procedure Date		Subsets:	()
		Groupings:	
() Secondary Procedure Dates		Subsets:	()
		Groupings:	
() Attending physician (Hospital-assigned identifier)			()
() Surgeon/MD for Principal Procedure (Hospital-assigned identifier)			()
() Readmission indicator			()

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**NON-PUBLIC DATA RELEASE AGREEMENT
ATTACHMENT B**

Costs of compiling requested data (to be filled in by Vermont Department of Health for preparing data files for approved use):

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Licensee _____ Date _____ / Custodian _____ Date _____ / State _____ Date _____