

Instructions:

1. Fill in all fields, ALL FIELDS ARE REQUIRED.
This form has been modified so that you may enter information directly on this form and then print out the completed form for appropriate signatures.
2. Sign and date the attached "Data Use and Agreement"
3. Provide the completed form to your organization's Liaison for his/her approval and signature. Liaison to fax (808-534-0292) or mail the completed form and executed Data Use Agreement with all signatures to Hawaii Health Information Corporation, 733 Bishop St., Makai Tower, Suite 1870, Honolulu, HI, 96813.

Organization:			
Name (Last, First):			
Title:			
Areas of Responsibility:	<input type="checkbox"/> Safety/Quality	<input type="checkbox"/> Marketing/Planning	<input type="checkbox"/> Financial Services
	<input type="checkbox"/> Clinical Services	<input type="checkbox"/> Operations	<input type="checkbox"/> Other _____
Mailing Address:			
E-mail:			
Phone Number:		Fax Number:	
Identifiers: (Required to reset your access over the phone)			
Home Zip code:			
Mom's first name:			
SSN (last 4 digits):			
Liaison Approval:			
Liaison:			
	<small>Print Name</small>	<small>Signature</small>	<small>Date</small>

FOR HHIC'S USE ONLY			
Level of Access (Class):			
<input type="checkbox"/> Advanced (Orchid)	<input type="checkbox"/> Other _____		
<input type="checkbox"/> Basic (Tuberose)	<input type="checkbox"/> Other _____		
	Date	Initial (HHIC)	Note
DUA Received			
DUA Approved			
Account Added To CMC			
Email Notification Sent To User\Liaison			
Database Updated			
User Attended Or Introduction Class			
Date Access Started:		Date Access Ended:	
Date Access Upgraded:			

This agreement must be signed by anyone seeking to use data in the Hawaii Inpatient and Emergency Department Data sets (via HHIC Online Reports®) maintained by Hawaii Health Information Corporation (HHIC) before access to the data can be granted. All data maintained by HHIC are confidential or proprietary except data specified for public release.

I) Hawaii Health Information Corporation Access to Data

- 1) The data¹ and information provided by Hawaii Health Information Corporation through Online Reports® are intended to support any individuals or entities engaged in activities designed to improve the quality and cost-efficiency of health care services provided to the people of Hawaii in keeping with HHIC's goals.
- 2) This Data Use Agreement ("Agreement") specifies the terms and conditions upon which HHIC will generate and provide the Data and User shall have access to use of the Data. The Data are owned by HHIC and rights to use the Data are granted pursuant to this Agreement. The Data are not sold to the User. **The User shall have access to use the Data throughout the term of this Agreement; upon termination of the Agreement the User agrees, at its expense, to return or destroy data received from HHIC Online Reports®. If the User destroys the Data, the User shall provide a written destruction certificate to HHIC within five business days of destruction.**
- 3) The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and all amendments to the Act including amendments by the Health Information Technology For Economic and Clinical Health Act, Public Law 111-5, and all implementing regulations, are referred to as HIPAA collectively. For convenience, the User may refer to the current version of HIPAA at <http://www.hhs.gov/ocr/hipaa>; however the official versions are codified in the Public Laws and in the Code of Federal Regulations.
- 4) *No Identification of Persons* – This Agreement prohibits the User from identifying any person from the Data provided pursuant to this Agreement, whether done directly or indirectly (with the use of any outside information). Recipients of the Data are prohibited under the terms of this Agreement from analyzing, reviewing, releasing, disclosing, publishing, or presenting any individually identifying information obtained under this Agreement. If the User is provided a limited data set pursuant to this Agreement, as defined by HIPAA, HHIC omits from the data set all direct identifiers that are required to be excluded from limited data sets by the HIPAA Privacy Rule. It may be possible in limited situations, through deliberate technical analysis, and with outside information, to ascertain from the limited data sets the identity of particular persons. Considerable harm could ensue if this were to occur. Therefore, any attempts to identify individuals are prohibited and information that could be used to identify individuals directly or by inference must not be released, disclosed, published or presented. Users of the Data are prohibited from contacting or making any attempt to contact individuals for any purpose, including verifying information supplied in the Data. Any questions about the data must be referred exclusively to HHIC.
- 5) *No Identification of Hospital or Health Systems* – This Agreement prohibits the User from identifying any hospital or health system from the Data provided pursuant to this Agreement, whether done directly or indirectly (with the use of outside information), except where HHIC directly identifies a hospital or health system in the Data. If HHIC identifies a hospital or health system in the Data, HHIC restricts and/or limits the further use such identifiable Data as a condition of such disclosure. Specifically, the User may not use the information regarding individual hospitals or health systems for commercial purposes, or to determine the rights, benefits or privileges of those hospitals or health systems. Users of the Data are prohibited from contacting hospitals or health systems for the purpose of verifying information supplied in the Data. Any questions about the data must be referred exclusively to HHIC.
- 6) The undersigned gives the following assurances with respect to the HHIC data/data set:
 - a) I will not use and will prohibit others from using or disclosing the Data, except for aggregate analysis and aggregate statistical reporting, and only as permitted by this Agreement.
 - b) I will ensure that the Data are kept in a secured environment in accordance with HIPAA and that only authorized users will have access to the Data in accordance with HIPAA.

Initials _____

¹ Data available from and/or exported from HHIC Online Reports is referred to as "data" or "dataset".



- c) I will not release or disclose, and will prohibit others from releasing or disclosing, any Data that are individually identifiable, as that phrase is defined in HIPAA and that were disclosed to me pursuant to this Agreement.
- d) I will not release or disclose information where the number of observations (i.e., individual discharge records), in any given cell of tabulated data is less than or equal to 10.
- e) I will not release or disclose (i.e. share), and will prohibit others from releasing or disclosing, the Data (or any part) to another employee, individual, agent, consultant, or contractor of the organization for which I work or am contracted with, except with the prior written permission of HHIC.
- f) I will require others employed in my organization, and any other employees, individuals, agents, consultants, or contractors of my organization, who will use or will have access to the Data, to sign a copy of this Agreement specifically acknowledging their agreement to abide by its terms) and I will submit those signed Agreements to HHIC or its agent before granting access.
- g) I will not attempt to link, and will prohibit others from attempting to link, the discharge records of persons included in the Data.
- h) I will not attempt to contact any person, hospital or health system identified in the Data for any purpose.
- i) I will not use and will prohibit others from using the Data (1) to determine the rights, benefits, or privileges of hospitals or health systems identified in the Data; or (2) to report, through any medium, any Data that could identify, directly or by inference, hospitals or health systems.
- j) When the identities of hospitals or health systems are not provided in the Data, I will not attempt to use and will prohibit others from using the Data to learn the identity of any hospital or health system.
- k) I will not contact and will prohibit others from contacting hospitals or health systems, or persons in the Data to question, verify, or discuss any of the Data.
- l) I will indemnify, defend, and hold harmless HHIC to the fullest extent permitted by Federal and state law from any or all claims and losses accruing to any person, organization, or other entity as a result of violation of this Agreement.
- m) I will make no statement and will prohibit others from making statements indicating or suggesting that interpretations drawn are those of the data sources or HHIC.
- n) I agree not to redistribute or publish the Data in its original format.
- o) I agree to use appropriate safeguards in compliance with HIPAA to prevent use or disclosure of the Data other than as permitted by this Agreement.
- p) If HHIC provides a limited data set pursuant to this Agreement, I shall limit the use or receipt of the data set to the individuals who require access in order to perform activities permitted by this Agreement and in compliance with HIPAA. This Agreement must be signed by all users of the limited data set.
- q) I agree not to use or disclose the Data in any manner that would violate HIPAA in the same manner as if I were a covered entity pursuant as provided in HIPAA.
- r) If HHIC provides a limited data set pursuant to this Agreement, I shall ensure that any agents, including contractors and subcontractors to whom I provide any part of the limited data set, agree in writing to be bound by the terms of this Agreement and shall provide to HHIC prior to providing such data set, a fully signed copy of this Agreement by the contractor or subcontractor as the case might be.

Initials_____

- s) I agree to report any violations of this Agreement to HHIC in writing, by facsimile or email, whether I committed such violations or another person who signed this Agreement at my request has committed such violations, within twenty-four hours (24 hours) of becoming aware of any such violations.
- 7) *Term, Breach, and Termination of this Agreement.* This Agreement shall continue in full effect until _____ (specify date). On that date, the User is to return all copies of the Data to HHIC or to provide a written certification that the Data have been destroyed. Any noncompliance by the User with the terms of this Agreement will be grounds for immediate termination of the Agreement if, at the sole determination of HHIC, the User knew or should have known of such noncompliance and failed to immediately take reasonable steps to remedy the noncompliance.
- 8) *Publishing Data.* User may publish Data that is in aggregate, de-identified form in reports provided that (1) any published reports or reports made available to the general public containing Data shall be provided to HHIC by User; (2) User will acknowledge in all reports based on these data that the source of the data is the "Hawaii Health Information Corporation;" and (3) User will make no statement nor permit others to make statements indicating or suggesting that interpretations drawn are those of data sources or HHIC.
- 9) **HHIC certifies data reported from their web portal "HHIC Online Reports[®]". HHIC does not certify data or reports that have been exported and altered. Any calculation errors are the responsibility of the individual, not HHIC.**
- 10) Further, the User acknowledges and agrees that:
- HHIC reserves the right to refuse to provide Data to User and in the event HHIC elects not to provide Data, HHIC's only obligation and User's only recourse shall be the refund of any fees paid by User to HHIC.
 - HHIC may, from time to time, modify its own data release policies.
 - HHIC reserves the right to withhold individual data elements if HHIC, in its sole discretion, determines that confidentiality of any data element may be compromised, or if the integrity of the data element is suspect or cannot be verified.

Initials _____

Condition to Receiving a Computer Sign-On Code

11) **As a condition to receiving a computer sign-on code and allowed access to HHIC Online Reports[®], and/or being granted authorization to access any form of confidential information identified above, I, the undersigned, agree to comply with the following terms and conditions:**

- a) My Sign-On Code is equivalent to my LEGAL SIGNATURE and I will not disclose this code to anyone or allow anyone to access the system using my Sign-On Code.
- b) I am responsible and accountable for all entries made and all retrievals accessed under my Sign-On Code, even if such action was made by someone other than me due to my intentional or negligent act or omission. Any data available to me will be treated as confidential information.
- c) I will not attempt to learn or use another's Sign-On Code or access any on-line computer system using a Sign-On Code other than my own.
- d) I will not access or request any information for which I have no responsibility, including personnel, billing or private information.
- e) If I have reason to believe that the confidentiality of my User Sign-On Code or password has been compromised, I will immediately change my password and notify HHIC's Privacy and Security Officer.
- f) I will not disclose any confidential information unless required to do so in the official capacity of my employment or contract. I understand that I have no right or ownership interest in any confidential information of HHIC.
- g) I will not leave a secured computer application unattended while I am signed on.
- h) I will comply with all policies and procedures and other rules of HHIC relating to confidentiality of information and Sign-On codes.
- i) I understand that my use of the system will be periodically monitored to ensure compliance with this agreement.
- j) I agree not to use HHIC information in any way that may be detrimental to the organization and will keep all such information confidential.
- k) I will not disclose protected health information or other information that is considered proprietary, sensitive, or confidential unless done so for an established need-to-know basis.
- l) I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by the authorized party. This agreement shall survive the termination of employment or the termination, expiration, or cancellation of any contractual agreements.

I understand that this Agreement is requested by the Hawaii Health Information Corporation to ensure compliance with all applicable policies, laws and regulations. My signature indicates my agreement to comply with the above-stated requirements with the knowledge that any violation of this Agreement may subject me to civil penalties, fines and other legal action. Further, violation of this Agreement will result in notification to all data providers of the violation, citing the hospital and/or consultant responsible for the violation. Violation by a consultant will result in restrictions on future data access. Violators of this Agreement may also be subject to penalties under Hawaii state confidentiality statutes and to HIPAA Privacy and Security rules that apply to these data.

Signature:	Date:
Print or Type Name:	
Title:	
Organization:	

**Please make additional copies for additional users (one per user).
Return all signed Agreement(s) to HHIC via fax at 808-534-0292.**

Send Questions & Comments to: jmiyamura@hhic.org