



Form OHIS-1: Research & Public Health Application for OHIS Data Sets

IMPORTANT: this application is intended for requests for Oregon Health Insurance Survey data for research and public health purposes only.

The following pages contain a Research & Public Health Application for Oregon Health Insurance Survey (OHIS) Data Sets and a Data Use Agreement that must be submitted to request data sets. Complete Sections 1 and 2. All items are required. Complete and sign Section 3.

The completed and signed application should be returned to:

Oregon Health Authority
Office of Health Analytics
Attn: Oregon Health Insurance Survey Program
500 Summer St. NE – E64
Salem, OR 97301

Direct inquiries to:

General inquiries:
Oregon Health Insurance Survey Program
Email: ohis.admin@state.or.us

OHA will improve health and health care

Vision

A healthy Oregon

Mission

Helping people and communities achieve optimum physical, mental and social well-being through partnerships, prevention, and access to quality, affordable health care.

Aims

The Health Authority will transform the health care system in Oregon by:

- Improving the lifelong health of Oregonians
- Increasing the quality, reliability, and availability of care for all Oregonians
- Lowering or containing the cost of care so it's affordable to everyone

SECTION 1: CONTACT INFORMATION

(Please use this template to fill in your information)

Principal Investigator: _____

Mailing Address: _____

City: _____ **State:** _____ **ZIP code:** _____

Phone: _____

Email: _____

Co-Investigators:

Additional research staff:

Other project staff:

SECTION 2: REQUIRED INFORMATION

(Please attach separately)

1. Describe the specific details of the research:
 - a. State the hypotheses to be tested or evaluations to be conducted.
 - b. Briefly describe the methods of the research.
 - c. Provide a detailed timeline for the research.

- d. Will research involve all responses to the OHIS questionnaire, or only a subset? Please explain.
- e. Will research involve all question items in the OHIS questionnaire, or only a subset? Please explain.
- f. Will written or oral presentations of research findings to the public or third parties include responses from groups of fewer than 10 OHIS respondents ($n < 10$) or subpopulations consisting of 50 or fewer individuals ($N < 50$)? If so, please explain how confidentiality will be maintained.
- g. Describe plans to:
 - i. Protect indirect identifiers including birthdates and geographic areas with fewer than 20,000 residents (e.g., 5-digit zip code) from improper use and disclosure.
 - ii. Destroy indirect identifiers at the earliest opportunity consistent with conduct of the research.
- h.
- i. Explain:
 - i. The risks and benefits of the research.
 - ii. Why the benefits of the research outweigh the risks.
- j. Specify how the research supports OHA's mission and aims (see page 1).
- k. Provide the names and contact information for any investigators, research staff, or project staff who will have access to the data.

3. Specify the administrative, technical, and physical safeguards Principal Investigator will use to protect the data set. Provide a detailed description of how the data set will be received, transmitted, stored, secured, and accessed. Please note whether or not the data will be stored on portable media.

4. Provide a detailed description of how the data set and any potentially identifiable derivatives of the data set will be destroyed when the research is completed.

5. Attach a copy of Institutional Review Board (IRB) Application for Approval of Research on Human Subjects. *This is required and, if the Principal Investigator intends to rely on waiver of informed consent, IRB approval must contain explicit waiver of informed consent.* Include contact information for the Principal Investigator's IRB and any information about current or pending IRB actions on the application. *IMPORTANT: attach copies of the research protocol, any supporting documentation, and all IRB determination or approval documents.*

6. Data Sets. Use the table below to specify the data sets you are requesting.

Data File

2011 OHIS	<input type="checkbox"/>
2013 OHIS	<input type="checkbox"/>

IMPORTANT: the cost of fulfilling a data request will vary depending on the amount and type of data requested. Actual charges will depend on the time required to perform application review and fulfill the data request. OHA estimates that costs will range from \$250 to \$750. Costs may be higher for applications that require extensive additional review, or for applications that require additional staff processing. Please make sure that the application is accurately and thoroughly completed and that all required documentation is attached in order to avoid incurring additional costs.

SECTION 3: DATA USE AGREEMENT

This data use agreement (here forward known as “Agreement”) is between the Oregon Health Authority (OHA) and the principal investigator, co-investigators, additional research staff, and other project staff identified in Section 1 above, here forward known as “Investigators.” Investigators have requested access to the data specified above (Data). Investigators represent, and in furnishing the Data specified above, OHA relies upon such representation, that said Data will be used solely for the purposes outlined in this Agreement and in the attached Research Application.

OHA agrees to provide to Investigators under this Agreement only the Data specified in the Research Application.

Investigators warrant and agree:

1. That the facts and statements made above in Sections 1 and 2, including any supporting documentation, research protocol, study, or project plan submitted to OHA for each purpose are complete and accurate.
2. That the Data will only be used for the purposes stated in Section 2 or as required by law unless mutually agreed upon in writing by Investigators and an authorized OHA representative.
3. That the Data shall be destroyed and an attestation provided to that effect or the Data shall be returned not later than 60-days after completion of the research project as specified in Section 2, unless otherwise specified in a written agreement between Investigators and an appropriate OHA representative. An Investigator will notify OHA within 30-days of the date of completion of the research project once the above stated purpose has been accomplished if completed before the completion date specified in Section 2. Investigators will submit confirmation that no copy, Data, nor parts thereof have been retained, and that the Data has been destroyed or has been returned. Said letter (and returned Data) should be sent to OHA’s address on first page of the Agreement.
4. The Agreement must be reviewed and resubmitted no less than annually if the research project extends beyond one year from the date of this Agreement. The ability of Investigators to use the Data under this Agreement is valid for one year from the date of this Agreement unless extended in writing.
5. That if Investigators’ research receives funding from a commercial entity, such as pharmaceutical company or a health plan, Investigators attest that said commercial entity has no editorial control over Investigators’ publications regardless of the finding from Investigators’ research and that Investigators shall not disclose the data, nor any parts thereof, to any of said commercial entity’s officers, agents, contractors, subcontractors, or employees.
6. That Investigators will submit a draft of manuscripts to OHA for comments at least thirty (30) days prior to submission for publication or oral presentation. OHA may notify Investigators in writing within thirty (30) days of concerns related to the accuracy of findings or adverse impacts on privacy related to publication. In this case, OHA has the right to request a delay and Investigators agree to delay said publication for a period not exceeding ninety (90) days to discuss and address concerns. Investigators will have the final authority to determine the scope and content of any publication, provided that such authority will be exercised with reasonable

regard for any expressed concerns of OHA related to the accuracy of findings and the privacy implications of publishing findings.

7. That the final report or outcome resulting from the Investigators' use of the data will be submitted to OHA.
8. That OHA will be promptly notified of any material IRB actions involving the Data provided under this Agreement including, but not limited to, changes to Investigators, revision of the research protocol, or suspension or termination of approval of the research study; that OHA will be promptly notified of any material violations or non-compliance involving the Data provided under this Agreement including, but not limited to, research protocol violations, non-compliance with IRB stipulations, non-compliance with this Agreement, or non-compliance with any policy, rule, regulation, or statute governing Investigators' research.
9. That with respect to Security of the Data:
 - a. Investigators shall use appropriate safeguards to prevent use or disclosure of the Data other than as provided for in this Agreement.
 - b. Investigators shall establish privacy and security measures that meet or exceed the standards set in applicable laws, rules, and regulations, including OAR 943-014-0300 through OAR 943-014-0320, and that are applicable to users regarding the safeguarding, security and privacy of "Client Records," all "Information Assets," regardless of the media, and all "Network and Information Systems," with meanings being set forth in OAR 943-014-0305, as such rule may be revised from time to time.
 - c. Investigators shall comply with OHA administrative policies including:
 - DHS-100-005 Administrative, Technical and Physical Safeguards Policy
 - DHS-100-002 Client Privacy Rights Policy
 - DHS-100-007 De-identification of Client Information and Use of Limited Data Sets Policy
 - DHS-100-009 Enforcement, Sanctions and Penalties for Violations of Individual Privacy Policy
 - DHS-100-001 General Privacy Policy
 - DHS-100-004 Minimum Necessary Information Policy
 - DHS-100-003 Uses and Disclosures of Client or Participant Information Policy
 - DHS-100-006 Uses and Disclosures for Research Purposes and Waivers Policy
 - DHS-090-010 Transportation of Information Assets
 - d. Any Data provided by OHA shall not be physically moved or electronically transmitted unless written authorization is received from OHA; provided, however, if the stated purpose or security protocols outlined in Section 2 includes electronic transmission or physical movement of Data, this Agreement serves as such written authorization for only above-stated purposes and specifications. Regardless of any written authorization, any

See <http://www.dhs.state.or.us/policy/admin/privacypolicylist.htm>. While these policies explicitly apply to DHS, they are incorporated by reference into this Agreement by OHA.

Data provided by OHA shall not be physically moved or electronically transmitted outside the United States.

- e. That access to the Data will be limited to individuals directly involved and identified in Section 1 that are necessary to achieve the purposes stated in Section 2, and that access will be limited to the minimum amount of data necessary to achieve the purpose stated in Section 2.

10. That with respect to uses or disclosures of Data and confidentiality of the Data provided under this Agreement:
 - a. All information as to personal facts and circumstances obtained by Investigators on individuals shall be treated as confidential, and shall not be divulged except as permitted by law and this Agreement.
 - b. Wrongful use or disclosure of Information Assets by Investigators or their agents, contractors, subcontractors, and employees may cause the immediate revocation of the access granted through this Agreement, in the sole discretion of OHA, or OHA may specify a reasonable opportunity for Investigators to cure the unauthorized use or disclosure and end the violation, and terminate access if Investigators do not do so within the time specified by OHA.
 - c. Investigators shall immediately report any use or disclosure of information not provided for in this Agreement for which it becomes aware to the OHA Agreement Administrator and to the Information Security Office at: dhsinfo.security@state.or.us. Investigators shall comply with any reasonable requirements that OHA's Information Security Officer deems necessary and appropriate for mitigating any harm resulting from such use or disclosure. This requirement applies regardless of whether the use or disclosure was accidental or otherwise.
 - d. Investigators and, as applicable, Investigators' agents, contractors, subcontractors, and employees shall comply with all applicable federal and state laws, rules, and regulations applicable to the privacy, confidentiality, or security of protected health information.
 - e. That no findings, listing, or information derived from the Data will be released or disclosed with or without identifiers to other parties except as expressly identified in Section 2 above, if such findings, listing, reports, or information contain any combination of data elements that might allow the deduction of a respondent's identification.
11. That Investigators agree to provide OHA, as reasonably requested, access to the Data, and any other information reasonably necessary to:
 - a. Determine Investigators' compliance with the terms and conditions of this Agreement.
 - b. Determine whether or not to continue to grant access, in whole or in part, under this Agreement.
 - c. Meet any applicable state or federal laws, rules and regulations regarding use and disclosure relating to the Data.
12. That costs related to the acquisition of all Investigators' equipment, software, data lines or connections necessary to provide Investigators with access are the sole responsibility of Investigators, unless otherwise agreed to by written contract or agreement.
13. That with respect to litigation:

Any claim, action, suit, or proceeding (collectively, “Claim”) between OHA (or any other agency or department of the State of Oregon) and Investigators that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Investigators **HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.**

14. That if the work performed under this Agreement requires Investigators or, when allowed, Investigators’ agents, contractors, subcontractors, or employees, to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Investigators or Investigators’ agents, contractors, subcontractors, or employees access to such OHA Information Assets or Network and Information Systems, Investigators shall comply and cause all agents, contractors, subcontractors, or employees to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
15. That Investigators will not use the information in the Data to identify or contact the individuals who are the subjects of the information.
16. That Investigators shall require all agents, contractors, subcontractors, or employees that receive or have access to the Data to agree to the same restrictions and conditions on the use or disclosure of the Data that apply to Investigators under this Agreement.

OHA reserves the right to immediately revoke the access granted through this Agreement for failure to comply with the requirements of this Agreement. OHA reserves the right to terminate this Agreement or modify access to the information if there are changes or revised interpretations in federal or state laws, rules, or regulations, or if OHA has changes in policies that require such change.

This Agreement addresses the conditions under which State of Oregon, Oregon Health Authority, will disclose, and Investigators will obtain and use the Data. It supersedes any and all other prior agreements with respect to use of the Data. The terms of this Agreement can only be changed by executing a written modification to this Agreement, or by the parties adopting a new agreement.

Investigators agree that OHA retains all ownership rights to the data file(s) and Data provided by OHA to Investigators under this Agreement, and that Investigators do not obtain any right, title, or interest in any of the Data furnished by OHA.

By signing this Agreement, Investigators and OHA agree to abide by all applicable provisions set out in this Agreement.

SIGNATURES:

Investigators Authorized Signature

Date

OHA Authorized Signature

Date

OHIS Staff Use Only

Application Number: _____