

**BJC HEALTHCARE ACCOUNTABLE CARE ORGANIZATION POLICY**

**APPLIES TO:** BJC HealthCare Accountable Care Organization

**TITLE:** Medicare Shared Savings Program Data Sharing for Internal Use

**NUMBER:** No.3

**PURPOSE:** To ensure that BJC HealthCare Accountable Care Organization shares data provided by the Center for Medicare and Medicaid Services in compliance with the Data Use Agreement between BJC HealthCare Accountable Care Organization and Center for Medicare and Medicaid Services.

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**I. Statement of Policy**

The purpose of this policy is to describe the process and requirements pursuant to which those organizations which are Participants or Provider/Suppliers in the BJC HealthCare Accountable Care Organization ("BJC ACO") may request access to or use of data provided by the Center for Medicare and Medicaid Services ("CMS") to the BJC ACO and governed by the data use agreement between CMS and the BJC ACO.

**II. Scope of Policy**

The policy applies to any request for data covered by the Data Use Agreement.

**III. Definitions**

- A. Covered Data: Original and derivative data contained within the CMS Data Files identified in Data Use Agreement, §5.
- B. Data Request & Use Agreement ("DR&UA"): Form used by the BJC ACO to request access to Covered Data, attached hereto as Exhibit A.
- C. Data Use Agreement ("DUA"): Agreement between CMS and BJC ACO.

**IV. Policy**

- A. The BJC ACO is contractually bound by the terms and conditions of the DUA with CMS regarding obtaining, using, reusing and/or disclosing Covered Data.
- B. Any request to use or reuse the Covered Data must meet permitted disclosure/use requirements in the DUA.
- C. The DUA, Attachment A, §A-2 (Exhibit A) allows for reuse of Covered Data by the ACO, ACO Participants or ACO Provider/Suppliers for the following purposes of original or derivative data for clinical treatment, care management and coordination, quality improvement activities and provider incentive design and implementation. Per the DUA, DR&UA and this Policy, the requestor must identify a permissible reuse of the Covered Data in order for BJC ACO to disclose the requested data to Requester.
- D. Requestors who are granted access or provided subsets of the Covered Data governed by the DUA shall use, disclose, return or destroy the data per the terms of the agreement.
- E. The release and use of the Covered Data must comply with all requirements of the DUA, the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009, all CMS data release policies as well as all applicable BJC policies.
- F. Requestor acknowledges that Requester's face penalties for failure to comply with the terms of this policy, the DUA and/or the DR&UA Data Use Agreement with Department of Health and Human Services, Center for Medicare may result in civil and criminal penalties and may subject Requester to disciplinary action up to and including termination of Requester's Participation in the BJC ACO or termination of Requester's employment, if applicable.

**V. Procedure**

- A. Requestor will complete and submit the DR&UA to the ACO Program Director for review.
- B. Upon receipt, the ACO Program Director will review the DR&UA with the ACO Compliance Officer to ensure compliance with the requirements of the Medicare Shared Savings Program.
- C. Upon approval from the ACO Compliance Officer, the request will be reviewed by the ACO Program Director and ACO Chief Administrative Officer.

- D. Upon approval by ACO Program Director and ACO Chief Administrative Officer, the ACO Program Director will contact the Requestor to determine method of how data will be shared.
- E. The BJC ACO reserves the right at any time to deny any request or revoke any request previously approved for release, access to or use/reuse of Covered Data, in the BJC ACO's sole discretion.

**VI. Responsibility of All BJC Employees and all Employees of ACO and ACO Participants**

Every BJC and ACO employee is responsible for being aware of, and complying with departmental policies and procedures. Questions or issues regarding the policies shall be directed to the manager over the area or the Legal Services Department. In addition, the BJC HealthCare Code of Conduct requires that all BJC employees who are professionals will follow the professional ethics required by the individual's professional body.

**VII. Legal Services Department Review, Approval and Assistance**

Any exception, change or deviation from this Policy must be reviewed and approved by the BJC Legal Services Department. The Legal Services Department will be available to answer any questions and to provide assistance and advice to BJC employees concerning this Policy. Questions regarding specific terms, situations, or problems may be forwarded to the Corporate Compliance Department or Legal Services Department for assistance and advice.

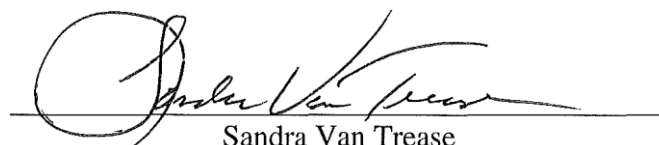
RECOMMENDED BY: BJC HealthCare ACO Board of Managers

EFFECTIVE DATE: May 2012 (Original)

REVISED DATE: January 1, 2020

REVIEWED: January 30, 2020

AUTHORIZED BY: Sandra Van Trease

  
Sandra Van Trease  
President BJC HealthCare ACO

**EXHIBIT A**

**BJC** Accountable Care Organization

**Data Request & User Agreement**

Requestor: \_\_\_\_\_ H/SO & Department: \_\_\_\_\_  
Request Date: \_\_\_\_\_ Date to receive Data: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

The BJC HealthCare ACO, LLC ("BJC ACO") and the U.S. Department of Health and Human Services, Center for Medicare and Medicaid Services ("CMS") are parties to a Data Use Agreement (the "CMS Data Use Agreement") governing BJC ACO's use, reuse and disclosure of certain CMS data files and certain derivative files relating to BJC ACO's participation in the Medicare Shared Savings Program ("MSSP") (such files referred to herein as the "CMS Data") This Data Request and Use Agreement ("Agreement") must be executed prior to the disclosure or sharing of any CMS Data to or with Requestor by the BJC. The CMS Data Use Agreement requires that such data be used solely for purposes related to the BJC ACO's participation in the MSSP. The terms and limitations of this Agreement are based upon and subordinate to the terms and conditions of the CMS Data Use Agreement.

Please select the BJC ACO-related purpose(s) for which you are requesting the data:

- Clinical treatment, care management and/or coordination
- Quality improvement activities
- Provider incentive design and implementation) Other – Please specify

Please describe the data and/or files requested:

File name or data description	Period Dates	Destination System (where data will be stored)

The release and use of the data must comply with all requirements of the CMS Data Use Agreement, the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009, all CMS data release policies as well as all applicable BJC policies.

## EXHIBIT A

# BJC Accountable Care Organization

## Data Request & Use Agreement

Requestor agrees to the following stipulations, requirements and data use limitations:

- The requested data is the minimum necessary to achieve the purposes stated above and within the requestor department access to the requested data shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose previously stated;
- The original requested and any derived data will not be disseminated or divulged beyond the approved use;
- Requestor (and all others who the requestor permits to access the data within the terms of described use) will ensure the integrity, security, and confidentiality of the data by the use of best practice standards in compliance with applicable laws, regulations and BJC policies;
- The individually identifiable or deducible information derived from the data must be stored and/or transmitted using approved storage and transmission standards which may include but is not limited to encryption as defined by BJC and/or National Institute of Standards and Technology;
- The data will not be physically moved from the above designated H/SO Department or information system(s) without the express written consent of the BJC ACO Compliance Officer; designee.
- Direct findings, listings, or information derived from the requested data with or without direct identifiers will not be divulged or otherwise disclosed, if such findings, listings, or information can by themselves or in combination with other data, be used to deduce an individual's identity (e.g. age > 89);
- Any document created with the use of the requested data must adhere to CMS' current cell size suppression policy (no cell with less than 11 entries may be displayed);
- Without express authorization from the BJC ACO Compliance Officer, the requestor will not attempt to link records included in the requested data to any other individually identifiable source of information;
- Requestor will report any breach or impermissible use or disclosure of individually identifiable information from the data, loss of any portion/all of a data file(s) or disclosure to any unauthorized persons to his/her manager **immediately upon** notice of such breach, certainly within one hour of time and will cooperate fully with any ensuing investigation by BJC ACO and/or CMS;
- Requestor will notify ACO Data Management designee within 10 days of completion of the specified use of the data and, upon notification, will destroy the data; notice of the destruction of the data will be sent in writing to the manager; no data will be retained by the requestor (and all others who the requestor permits to access the data within the terms of described use); all privacy and security provisions related to the release of this data will survive the termination of this agreement;
- Requestor agrees to, upon a request from the BJC ACO Compliance Officer, destroy all CMS Data within 10 days of notification and will send written notice of the destruction of the data to the BJC ACO Officer;
- Requestor agrees to grant access to (or by other means acceptable to the ACO Data Management designee) the storage site of the information provided by the ACO (as described above) for purposes of inspecting to confirm compliance with the stipulations, requirements and data use limitations;
- Requestor agrees to abide by all provisions set out in this agreement and acknowledges having received notice of potential criminal and administrative penalties for violation of the terms;
- Requestor agrees to be the custodian of the data and the responsible person for observance of all stipulations, requirements and data use limitations.

**EXHIBIT A**

**BJC** Accountable Care Organization

**Data Request & Use Agreement**

Requestor acknowledges that penalties for Requester's failure to comply with the terms of the BJC ACO Data Use Agreement with Department of Health and Human Services, Center for Medicare and Medicaid Services are significant and may result in civil and criminal penalties and may subject Requester to disciplinary action up to and including termination of Requester's Participation in the BJC ACO or termination of Requester's employment, if applicable,.

\_\_\_\_\_

(Requestor  
Signature)

\_\_\_\_\_

(Title and  
Department)

This Data Request and Use Agreement has been reviewed and approved by

\_\_\_\_\_

(Print Name)

the \_\_\_\_\_, for the BJC HealthCare ACO, LLC. (Title)

\_\_\_\_\_

(Signature of ACO  
Compliance Officer)