

AN ORDINANCE 2017-09-21-0705

**AUTHORIZING AN AGREEMENT WITH HUMANA INC. FOR THE PROVISION OF DIABETES DATA TO THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S DIABETES COLLABORATIVE FOR A TERM BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018 WITH OPTIONS TO RENEW FOR TWO, ONE-YEAR TERMS.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Metropolitan Health District's Diabetes Collaborative (Diabetes Collaborative), facilitated by the San Antonio Metropolitan Health District (Metro Health) is working to develop a long-range strategic plan to prevent diabetes in San Antonio; and

**WHEREAS**, it uses a collective impact model and unites leaders from public, private, and non-profit sectors, allowing for multiple organizations to work together to create a shared vision for change - one that includes a common understanding of the problem, shared measurement, and aligned efforts; and

**WHEREAS**, the goal of the Diabetes Collaborative is to prevent those with high risk factors from progressing to diabetes; and

**WHEREAS**, to attain this goal, the Diabetes Collaborative targets the population with the highest risk of developing diabetes, including those with associated risk factors, adults ages 19-45, representing African American and Hispanics/Latinos, with a low income and low education level, and living in a zip code with the greatest disparity, through an approach that goes beyond simply looking at the quality of health care delivered to actively address those individual factors and the environmental barriers that limit positive health outcomes for those at risk; and

**WHEREAS**, the data provided by Humana, Inc. will provide additional evidence and allow for a more comprehensive analysis concerning the compounding issue of diabetes; and

**WHEREAS**, additionally, this data will be foundational to the collaborative efforts and will help drive decisions and aid in determining outcomes; **NOW THEREFORE:**

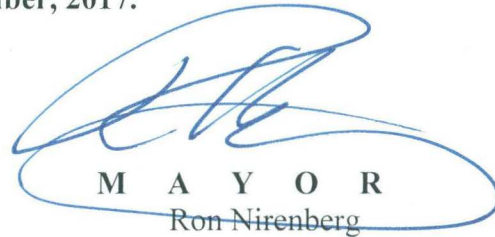
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or her designee is hereby authorized to execute an agreement with Humana Inc. for the provision of diabetes data to the San Antonio Metropolitan Health District's Diabetes Collaborative for a term beginning October 1, 2017 and ending September 30, 2018 with options to renew for two, one-year terms. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

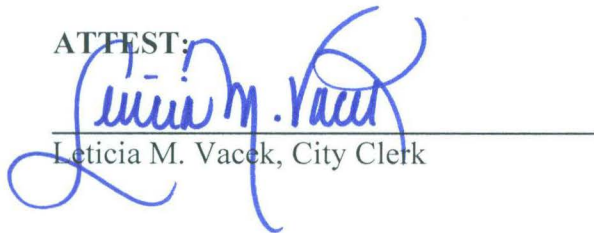
**SECTION 3.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED this 21st day September, 2017.**



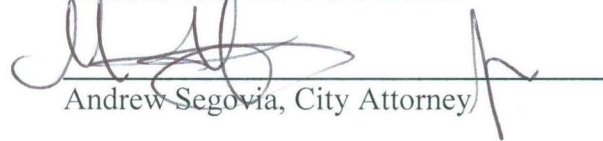
**M A Y O R**  
Ron Nirenberg

**ATTEST:**



\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	41 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 18A, 18B, 18C, 18D, 19, 20, 21, 22, 24A, 24B, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 38, 40, 41, 42, 43, 44, 45, 47, 50A, 50B, 51B, 52A, 52B, 52C, 52D, 52E, 52F, 52G, 52H )						
<b>Date:</b>	09/21/2017						
<b>Time:</b>	09:45:52 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with Humana Inc. for the provision of diabetes data to the San Antonio Metropolitan Health District's Diabetes Collaborative for a term beginning October 1, 2017 and ending September 30, 2018 with options to renew for two, one-year terms. [Erik Walsh, Deputy City Manager; Colleen M. Bridger, MPH, PhD, Director of Health]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

MH  
09/21/2017  
Item No. 41

# Attachment I

**DATA USE AGREEMENT**

**AGREEMENT FOR USE OF HUMANA INC, DATA CONTAINING INDIVIDUAL-SPECIFIC INFORMATION**

This Data Use Agreement (“Agreement”), effective as of August 1, 2017 (“Effective Date”), is entered into by and between the City of San Antonio on behalf of the San Antonio Metropolitan Health District (“User”) and Humana Inc. (“Humana”), a Covered Entity as the term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The purpose of this Agreement is to provide User with access to Humana data for use in the following titled research project: Diabetes Collaborative (Project Name) under the direct supervision of Jennifer Quackenbush/SAMHD (Principal Investigator) in accord with the HIPAA Regulations.

1. Humana will be disclosing diabetes data to User and User agrees that this information will be used for no other purpose than data analysis for the Diabetes Collaborative work.

2. This Agreement addresses the conditions under which Humana will disclose and the User will obtain, use, reuse and disclose the Humana data file(s) specified in item 7 and/or any derivative file(s) that contain direct individual identifiers or elements that can be used in concert with other information to identify individuals. This Agreement supersedes any and all agreements between the parties with respect to the use of data from the files specified in item 7 and preempts and overrides any instructions, directions, agreements, or other understanding with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by the Humana point-of-contact specified in section 5 or the Humana signatory to this Agreement.

3. The parties mutually agree that Humana or Humana’s self-funded client(s) retains all ownership rights to the data file(s) referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by Humana.

4. The parties mutually agree that the following named individual is designated as the Custodian of the file(s) on behalf of the User and will be the person responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify Humana within fifteen (15) calendar days of any change of custodianship.

The parties mutually agree that Humana may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

\_\_\_\_\_  
(Name of Custodian)

\_\_\_\_\_  
(Company/Organization)

\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_

(City/State/ZIP Code)

\_\_\_\_\_  
(Phone No. - Including Area Code)

\_\_\_\_\_  
(E-Mail Address, If Applicable)

5. The parties mutually agree that the following named individual will be designated as point-of-contact for the Agreement on behalf of Humana.

\_\_\_\_\_  
(Name of Contact)

\_\_\_\_\_  
(Title/Component)

\_\_\_\_\_  
(Phone No. - Including Area Code)

6. The User represents, and in furnishing the data file(s) specified in item 7 Humana relies upon such representation, that such data file(s) will be used solely for the following purpose(s):

Data analysis for the Diabetes Collaborative work

The User agrees not to disclose, use or reuse the data covered by this agreement except as specified in an Attachment to this Agreement or except as Humana shall authorize in writing or as otherwise required by law, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement. The User agrees that, within the User organization and the organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section (i.e., individual's access to the data will be on a need-to-know basis).

7. The following Humana data file(s) is/are covered under this Agreement.

Variable	Description
CANCER	Identified as having cancer
CV_CAD	Identified as having CAD
CV_CHF	Identified as have CHF
Cancer_type	If identified as having cancer, type of cancer
DCSI_CAT	Diabetes Classification Severity Index categories
DCSI_Cat16	Diabetes Classification Severity Index categories as of 2016 for Predictive Model
DCSI_Cat17	Predicted Model Diabetes Classification Severity Index categories for 2017
DIA_DEN_BI_HBA1	Biannual HBA1c test denominator (eligible)
DIA_DEN_CONTROL	HBA1c Control denominator (eligible)
DIA_DEN_EYE	Eye exam denominator (eligible)
DIA_DEN_KDM	Kidney Disease Monitoring denominator (eligible)

DIA_DEN_MED_ADH	Oral diabetes medication adherence denominator (eligible)
DIA_DEN_STATIN	Statin therapy denominator (eligible)
DIA_NUM_BI_HBA1	Biannual HBA1c test numerator (complied)
DIA_NUM_CONTROL	HBA1c Control numerator (complied)
DIA_NUM_EYE	Eye exam numerator (complied)
DIA_NUM_MED_ADH	Oral diabetes medication adherence numerator (complied)
DIA_NUM_STATIN	Statin therapy numerator (complied)
ESRD	Identified as having End Stage Renal Disease
HYPERLIPID	Identified as having hyperlipidemia
HYPERTENSION	Identified as having hypertension
Member_key	Member key
PREDIABETES	Identified as having prediabetes
RES_COPD	Identified as having COPD
active_members	Active member as of December 2016
age	Age
cost_admit	Cost IP admit
cost_er_visit	Cost ER visit
dcsi_change	Predictive model Diabetes Classification Severity Index category change from 2016 to 2017
deceased	Deceased
dia_curr_score	Predictive Model diabetes current score
dia_inc_score	Predictive Model diabetes incident score
dia_prog_score	Predictive Model diabetes progression score
diabtype2	Identified as having Type 2 Diabetes
emerg_visits	Emergent ER visit
er_user	Utilized ER
frequent_flier	Utilized ER 2+ times during time period
likelihood	Predictive Model Likelihood of developing diabetes
lob	Line of business
lob_cd	Line of business code
low_high	Predictive Model diabetes progression from low to high severity
low_med	Predictive Model diabetes progression from low to medium severity
mail_order_den	Mail order denominator
mail_order_num	Mail order numerator
med_high	Predictive Model diabetes progression from medium to high severity
member_count	Member count
member_months	Member months
nonemerg_visits	Nonemergent ER visits
policytype	Policytype
risk_bucket	Risk bucket
risk_dev_dia	Risk of developing diabetes (for those at risk, risk varies)

total_30day_readmits	Total 30 day readmits
total_admits	Total admits
total_er_visit	Total ER visits
total_ip_admits	Total IP admits
total_ip_days	Total IP days
total_medical	Total medical spend
total_rx	Total pharmacy spend

8. The parties mutually agree that the aforesaid file(s) (and/or any derivative file(s) including those files that directly identify individuals and those that can be used in concert with other information to identify individuals may be retained by the User until July 31, 2018, hereinafter known as the "Retention Date." The User agrees to notify Humana within 30 days of the completion of the purpose specified in Section 6 if the purpose is completed before the aforementioned retention date. Upon such notice or retention date, whichever occurs sooner, Humana will notify the User either to return all data files to Humana at the User's expense or to destroy such data. If Humana elects to have the User destroy the data, the User agrees to destroy and send written certification of the destruction of the files to Humana within 30 days of receiving Humana's instruction. If Humana elects to have the data returned, the User agrees to return all files and any derivative files to Humana within 30 days of receiving notice to that effect. The User agrees not to retain Humana files or any parts thereof.

The Agreement may be terminated by either party at any time for any reason upon 30 days written notice. Upon notice of termination by user, Humana will cease releasing data to the User under this Agreement and will notify the User to either return all previously released data files to Humana at the User's expense or destroy such data, using the same procedures stated in the preceding paragraph. Sections 3, 6, 8, 11, 12, 13, 14, 16, 17 and 18 shall survive termination of this Agreement.

9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the file(s) specified in item 7 is prohibited. Further, the User agrees that the data must not be physically moved, transmitted or disclosed in any way from or by the site indicated in Section 4 without written approval from Humana unless such movement, transmission or disclosure is required by a law.

10. The User agrees to grant access to the data to the authorized representatives of Humana at the site indicated in Section 4 for the purpose of inspecting to confirm compliance with the terms of this agreement.

11. The User agrees not to disclose direct findings, listings, or information derived from the file(s) specified in Section 7, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity unless it obtains written authorization to do so from Humana. The User agrees further that Humana shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from Humana's files identifies or could, with reasonable effort, be used to identify an individual.



12. The User agrees that, absent express written authorization from Humana, User shall not attempt to link records included in the file(s) specified in item 7 to any other individually identifiable source of information.

13. User agrees to submit to Humana a copy of all findings within 30 days of making such findings. The parties mutually agree that the User has made findings with respect to the data covered by this Agreement when the User prepares any report or other writing for submission to another party (including but not limited to any manuscript to be submitted for publication) concerning any purpose specified in item 6 (regardless of whether the report or other writing expressly refers to such purpose, to Humana, or to the files specified in item 7 or any data derived from such files). User agrees not to submit such findings to any other party until Humana finds that the findings do not breach the confidentiality of Humana's data by allowing for the identification of the data's subject individuals. Humana agrees to make determination about approval and to notify User within 4 to 6 weeks after receipt of findings.

14. User understands and agrees that they may not reuse original or derivative data file(s) without prior written approval from Humana.

15. User agrees that in the event Humana determines or has a reasonable belief that User has made or may have made a use, reuse or disclosure of the aforesaid file(s) that is not authorized by this Agreement, Humana, at its sole discretion, may require User to: (a) promptly investigate and report to Humana User's determinations regarding any alleged or actual unauthorized use, reuse or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by Humana, submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) if requested by Humana, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested by Humana, return data files to Humana or destroy the data files it received from Humana under this agreement.

16. By signing this Agreement, User agrees to abide by all provisions set out in this Agreement and acknowledges having received notice of potential criminal or administrative penalties for violation of the terms of the Agreement.

17. On behalf of User the undersigned individual hereby attests that he or she is authorized to legally bind User to the terms this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
(Name and Title of Individual)

\_\_\_\_\_  
(Company/Organization)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/ZIP Code)

\_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Date)

19. The Custodian, as named in paragraph 4, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of User, and agrees to comply with all of the provisions of this Agreement on behalf of the User.

\_\_\_\_\_  
(Name and Title of Custodian of File(s))

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)