

TOWN OF BROOKLINE SENIOR CENTER DATA USE AGREEMENT

This Town of Brookline Senior Center Data Use Agreement (the “AGREEMENT”) outlines the terms for access to data (collectively, the “DATABASES”) held by the Town of Brookline Senior Center (“TOWN”). The parties to this AGREEMENT include the TOWN and Dorer Community Service Foundation Inc of Brookline Massachusetts (“USER”). The effective date of this AGREEMENT is the date of USER’s signature (“EFFECTIVE DATE”).

AGREEMENT AND TERMS OF USE

For use in its programs, the TOWN maintains confidential information (“INFORMATION”) in computer files and databases including but not limited to address lists, contact information lists, and program rosters. USER wishes to access the DATABASES for research. This AGREEMENT governs USER’s use and disclosure of data obtained from the DATABASES and data derived from that data (collectively referred to in this AGREEMENT as “DATA”).

Definitions:

Information that can be used to identify individuals is individually identifiable information (“INDIVIDUALLY IDENTIFIABLE INFORMATION”). Examples of INDIVIDUALLY IDENTIFIABLE INFORMATION include: names, birth dates, addresses, telephone numbers, vehicle identifiers and serial numbers, including license plate numbers, fax numbers, device identifiers and serial numbers, email addresses, web Universal Resource Locators (URLs), social security numbers, Internet Protocol (IP) addresses, file record numbers, biometric identifiers, including finger and voice prints, full-face photographs and any comparable images, account numbers, certificate/license numbers, or any other unique identifying number, characteristic, or code.

Terms:

1. Compliance. USER will use DATA in full compliance with all applicable laws, statutes, by-laws and TOWN policy, procedure, and guidance documents, whether currently in effect or commencing in effectiveness after the EFFECTIVE DATE.
2. Use and Disclosure Restricted. USER will not use or disclose, nor will permit others to use or disclose, INFORMATION or DATA for purposes other than research on behalf of TOWN and directed by TOWN.
3. No Release to Others. USER will not release, nor permit others to release DATA to any other person, except for those authorized in writing by the Director of the TOWN Council on Aging or designee.
4. Required Safeguards. USER will use appropriate safeguards to prevent use or disclosure of DATA or INFORMATION. USER will not share his or her password with any other person except for the Director of the TOWN Council on Aging. USER will not allow any other person, except for the Director of the TOWN Council on Aging or her designee, to use USER’s computer account after USER has logged on with USER’s password. USER will be responsible for removing all INDIVIDUALLY IDENTIFIABLE INFORMATION from all files used for the research, as required to be compliant with relevant procedures of the Health Insurance Portability

and Accountability Act (HIPAA) Privacy Rule (45 CFR, Part 160 and Subparts A and E of Part 164). The intended procedure is as follows:

- a. USER will access a TOWN computer where the Senior Center address list is kept.
- b. USER will use a suite of computer programs to look up the US Census tract for the participant's address in the address file.
- c. The age and gender will be recoded in compliance with 45 CFR § 164.514 and be included in the output file.
- d. A random participant identifier will be generated and added to the output file. The random identifier, or re-identification key, will be added to the address list. This augmented file will allow for "re-identification". The augmented address file and the output file WILL NOT be transferred off of the Senior Center computer system.
- e. The output file census tract variable will be tabulated to produce a set of weights. Census tracts with no participants will remain 0, tracts with 1-4 participants will be set to 4, and all other tracts will be unchanged.
- f. USER will certify the weights file to be transferred as being "de-identified." (45 CFR §164.514 Other requirements relating to uses and disclosures of protected health information).
- g. The resulting weights file will be emailed to USER.

5. Notice of Unauthorized Data Use, Unauthorized Data Sharing, Identification of Individuals in DATA, or Breaches of Security. USER agrees to notify the Director of the TOWN Council on Aging or designee of any unauthorized DATA use, disclosure, or identification of individuals whose DATA is in the DATABASES, or breaches of security that may compromise the confidentiality of DATA.

6. Publication. USER will not present or publish INDIVIDUALLY IDENTIFIABLE INFORMATION or the results of research conducted with DATA in which an individual can be identified. USER will not publish or present information on an individual, including information generated by the case listing of DATABASES, even if such information cannot directly identify an individual. USER will follow all TOWN policy, procedure, and guidance documents with regard to DATA and publications.

7. Term and Termination of Agreement. AGREEMENT will continue until terminated. TOWN may from time to time request USER to submit a request to continue access to the DATA. This AGREEMENT will automatically terminate if USER fails to submit such request with the time period required. TOWN also may terminate this AGREEMENT and immediately revoke or suspend access to DATA if TOWN determines that USER has breached this AGREEMENT. TOWN may terminate this AGREEMENT, at its own discretion, upon written notification to USER.

8. Disposition of DATA upon Termination and Project Close-Out. Upon termination of this AGREEMENT, USER agrees to destroy all DATA, including copies and derivatives of DATA, wherever located, including local servers and hardware, media, paper, and cloud computing storage, virtual and physical machines, databases, and random-access archives.

9. No Warranty. DATA is provided on an as-is, where-is basis, and are not warranted to be error free or complete. TOWN makes no express or implied warranties and expressly disclaims the implied warranties of performance, merchantability and fitness for a particular purpose.

Signed

Director, Council on Aging Print Name Date

DORER COMMUNITY SERVICE FOUNDATION INC

By its President David J Dorer, Ph.D. Date

Brookline Town Counsel header: Brookline Senior Center Wed Apr 13 12:01:47 2022