

**CHDB END USER AGREEMENT**  
**License to Access and Use CHDB Data**

Welcome to the data portal for the [Community Health Data Base](#) (CHDB). The CHDB is a program of [Public Health Management Corporation](#), a non-profit organization based in Philadelphia, Pennsylvania. The CHDB provides Member Organizations with timely, local data to support decision-making and research in the Southeastern Pennsylvania region and beyond. Member Organizations are institutions that hold a valid contract with the CHDB and PHMC for access to and use of the shared data files or related products. For a list of Member Organizations or to inquire about membership please see [www.chdbdata.org](http://www.chdbdata.org).

To ensure respondents' confidentiality, we require each individual who uses any dataset or related product to sign this license to access and utilize the data of the Community Health Database, including the Southeastern Pennsylvania Household Health Survey.

By signing the CHDB end user agreement you acknowledge the terms of use, including permission to use the CHDB data sets and products, and appropriate citation of CHDB data. You accept oversight responsibility for understanding and reviewing data to ensure that they are reliable for your purposes. You also agree that you will not share CHDB data and products nor will you attempt to identify individuals in data sets.

A full description of the terms of use is provided below. Please read each of the terms and confirm agreement.

**TERMS OF USE**

By checking the "Agree" button below you are confirming you have read and are in agreement with each item.

- I will cite these data each time I use them, including in classes, presentations, reports, publications, on websites, or in any other format.
- I will share with PHMC, at the email address [phmcresearch@phmc.org](mailto:phmcresearch@phmc.org), information, including at a minimum a complete citation, for any public-facing uses of these Licensed Data, such as publication of research findings.
- Suggested citations are as follows:
  - **Southeastern Pennsylvania Household Health Survey**  
Public Health Management Corporation. Community Health Data Base. (2018). *Southeastern Pennsylvania Household Health Survey 2018* [Data file and code book]. Retrieved from <http://CHDBDataPortal.phmc.org>

- **Demographic Product\***

Public Health Management Corporation. Community Health Data Base. (2018). *Demographic Product 2018: (File name)* [Data file]. Retrieved from <http://CHDBDataPortal.phmc.org>

\*Three core primary data sources underlie the CHDB's Demographic Product:

- **2018 Census** estimates from Claritas Pop Facts Demographics Premier;
- **2012-2016 birth and birth outcomes** data from PA Department of Health, Bureau of Health Statistics and Registries; and
- **2012-2016 mortality** data from PA Department of Health, Bureau of Health Statistics and Registries.

- I, the Licensee, am an Employee, Student or Contractor authorized to access the CHDB data sets for a purpose directly related to my employment or educational relationship with the Member Organization.
- I will not share any Licensed Data or related products with any other individual or entity unless that individual or entity has agreed to these same terms of use and is a student or employee of an institution that holds a valid contract with the CHDB and PHMC for access to and use of the shared data files or related products.
- I will not share my password.
- If my employment or educational relationship with Member Organization ends, I will immediately halt any use of or access to Licensed Data or derivatives thereof, and I will delete all such files from my computer(s) and other physical or cloud-based storage locations.
- I understand that the Licensed Data contains confidential information. I will not in any manner attempt to identify or contact individuals whose data is contained in Licensed Data. I will not disclose any Licensed Data that may be identified by anyone else.
- I understand that Licensed Data provided by the CHDB may not be reliable or representative at small geographic levels. For example, sample sizes for individual ZIP codes or Census tracts may be too small to produce accurate estimates. I understand that it is my responsibility to review my data before publishing them to ensure that they are reliable for my purposes.
- I understand that the use of these Licensed Data for research—a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge—is contingent upon approval from Member Organization's Institutional Review Board (IRB).
- If I have any questions about allowed use of these data or any related obligations, I will contact [phmcresearch@phmc.org](mailto:phmcresearch@phmc.org) before proceeding. I understand that I am culpable for any and all non-adherence to the requirements listed above.
- Licensee shall notify PHMC immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by the Licensee, and shall fully cooperate with PHMC to help PHMC regain possession of the Confidential Information and prevent further prohibited use or disclosure of the Confidential Information.
- In the event that Licensee fails to comply with any provision of this License, PHMC has the right to restrict access, terminate the Membership with Member Organization, or if applicable, seek legal action in response to the breach.

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#### **INDEMNIFICATION**

You agree to indemnify, defend, and hold the CHDB and PHMC and any of their affiliates and employees harmless from any and all claims, losses, costs, and/or damages (including but not limited to attorney’s fees, court costs, expert witness fees, and all such other expenses) that arise, directly or indirectly, from your violation of this Agreement or your use of this website, and you further agree to fully cooperate in the CHDB's defense against any such claims.

#### **GOVERNING LAW AND JURISDICTION**

This License and the validity, construction and performance hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to Pennsylvania’s choice of law principles.

#### **SEVERABILITY**

If any portion of this agreement is determined to be invalid or unenforceable, in whole or in part, the remaining portions shall continue in full force and effect.

#### **TERMINATION**

The CHDB and PHMC reserve the right to terminate your use of this website at any time without notice for any reason.