CENTER FOR HEALTH INFORMATION & ANALYSIS DATA USE AGREEMENT

This Data Use Agreement ("Agreement") is entered into between the Center for Health Information and Analysis ("CHIA") and _____ ("Data Recipient"), effective as of the
<div align="center">[AGENCY NAME]</div>

date of execution below. The undersigned Data Recipient and all its authorized representatives, subcontractors, agents, and employees, in consideration for the receipt of All-Payer Claims Database data and/or Acute Hospital Case Mix Database data, and/or any data subsets derived therefrom ("CHIA Data"), agree that they will observe all of the conditions set forth below regarding the use of any CHIA Data that contain confidential data, personal data, and/or protected health information.

General Provisions

1) The Data Recipient, his/her employees, and his/her agents or contractors shall use CHIA Data only for the specific purpose(s) stated in a request submitted to CHIA pursuant to 957 CMR 5.00 and attached hereto as Exhibit A.

2) The Data Recipient shall limit access to the CHIA Data to such authorized employees, agents, or contractors as are reasonably necessary to undertake the project described in a request attached as Exhibit A.

3) All employees, agents, and contractors provided with access to CHIA Data shall sign the Data Confidentiality Agreement attached hereto as Exhibit B.

4) Upon request, the Data Recipient shall provide CHIA with the names, contact information, and copies of the Confidentiality Agreements executed by any Data Recipient employees, agents, or contractors given access to CHIA Data.

5) The Data Recipient shall ensure that all employees, agents, and contractors with access to CHIA Data comply with the terms of this Agreement, as well as any applicable state and federal data privacy and security laws or regulations. The Data Recipient shall further ensure that all contractors with access to CHIA Data put in place all appropriate administrative, technical, and physical safeguards to protect the privacy and security of CHIA Data in accordance with 45 CFR § 164.530(c). The Data Recipient shall ensure that all contractors with access to CHIA Data meet the security standards, requirements, and implementation specifications as set forth in 45 CFR part 164, subpart C, Security Standards for the Protection of Electronic Protected Health Information.

6) CHIA Data may not be used for any purposes contrary to local, state, and federal laws and regulations. Compliance with all local, state, and federal laws and regulations is the sole responsibility of the Data Recipient.

7) The Data Recipient shall not publish or otherwise disclose any CHIA Data in any paper, report, website, statistical tabulation, or similar document unless such paper, report, website, statistical tabulation, or similar document conforms to the standards for de-identification set forth under

45 CFR 165.514(a), (b)(2), and (c). The Data Recipient shall not publish or otherwise disclose in any public paper, report, website, statistical tabulation, or similar document any data on ten or fewer individuals or data derived from ten or fewer claims.

8) The Data Recipient agrees and acknowledges that because CHIA Data relies, in part, on the existence and proper operation of equipment and software that is outside of the control of CHIA, and relies on information controlled by and supplied by third parties, CHIA makes no representations, warranties, or guarantees as to the accuracy or completeness of any data.

9) The Data Recipient will inform CHIA of any unauthorized access, use, or disclosure of CHIA Data within three days of learning of such unauthorized access, use, or disclosure.

Data Recipient's Confidentiality and Security Obligations

1) The Data Recipient shall maintain such policies, procedures, and systems as may be reasonably necessary to prevent unauthorized parties from having access to, using, disclosing, processing, copying, modifying, corrupting, rendering unavailable, destroying, introducing computer code into, or otherwise performing activities or operations harmful to the privacy, availability, accessibility, integrity, structure, format, or content of any CHIA Data that may be transmitted to or accessed by the Data Recipient. Compliance with the data privacy and security policies established by Executive Order 504 and the Commonwealth's Information Technology Division satisfies this provision.

2) CHIA Data may only be stored within secure folders on secure, designated hardware or equipment.

3) Magnetic tape containing CHIA Data should be maintained in a separate pool of tapes and must not be made available for reuse or released for destruction without first being subject to electromagnetic erasing and/or data destruction methods consistent with the requirements of M.G.L. c. 93I.

4) Any electronic transmission of CHIA Data must occur over a secure and encrypted connection.

5) The Data Recipient must assign a Project Manager to assume full responsibility for and compliance with the Data Recipient's data security standards and procedures.

6) All access to CHIA Data shall be logged by the Data Recipient and all such logs shall be made available to CHIA upon request.

7) CHIA Data may not be removed from the Data Recipient's worksite(s) or the worksite(s) of its authorized contractors.

8) Upon request, the Data Recipient shall provide CHIA with copies of all written policies, procedures, standards, and guidelines related to the protection, security, use, and disclosure of CHIA Data and the security and integrity of its technology resources.

9) CHIA's exercise or non-exercise of any authority under this Data Use Agreement to inspect the privacy or security practices of the Data Recipient shall not relieve the Data Recipient of any

obligations set forth herein, nor be construed as a waiver of any of the Data Recipient's obligations or as an acceptance of any unsatisfactory practices or privacy or security failures or breaches by the Data Recipient.

The undersigned hereby agrees to comply with any applicable requirements set forth in:

1) Fair Information Practices Act (FIPA), M.G.L. c. 66A
2) M.G.L. c. 93H
3) M.G.L. c. 93I

The undersigned further agrees to comply with any other applicable state or federal law or regulation related to the access, use, or disclosure of confidential or personal data. Failure to adhere to these requirements could result in civil or criminal liability under state and federal law. It is the sole responsibility of the Data Recipient to ensure compliance with all other local, state, and federal laws and regulations.

Signed:

_____   BY: _____
Agency Name   Authorized Signature

                                                                              _____
                                                                              Name

                                                                              _____
                                                                              Title

                                                                              _____
                                                                              Date

Center for Health Information and Analysis – Data Use Agreement – Government Agencies

Exhibit A – Data Use Agreement with Government Agencies

[Insert Application for Data Submitted Pursuant to 957 CMR 5.00]

Exhibit B – Data Use Agreement with Government Agencies

CENTER FOR HEALTH INFORMATION AND ANALYSIS CONFIDENTIALITY AGREEMENT

I, _____, hereby acknowledge that, in connection with a request for All-Payer Claims Database data and/or Hospital Discharge Database data under an agreement (the "Agreement") with CHIA, I may acquire or have access to confidential information or individually identifiable information of patients. This information includes, but is not limited to, patient level protected health information (PHI - eligibility, claims, providers), health insurance coverage information, financial institution match information, as well as "personal data" as defined in M.G.L. c. 66A (collectively, the "Information").

I will comply with all of the terms of the Agreement with CHIA regarding the access, use, and disclosure of any Information provided by CHIA.

I will at all times maintain the confidentiality of the Information. I will not inspect or "browse" the Information for any purpose not outlined in the Agreement. I will not access, or attempt to access, my own Information, or Information relating to any individual or entity with which I have a personal or financial relationship, for any reason not necessary to the performance of the work assigned to me under the Agreement. This includes Information relating to family members, neighbors, relatives, friends, ex-spouses, their employers, and/or anyone not necessary for the work assigned. I will not, either directly or indirectly, disclose, or otherwise make the Information available to any unauthorized person at any time.

I agree to comply with all applicable state and federal laws relating to confidentiality and security of the Information, including but not limited to, the following:

1) Fair Information Practices Act (FIPA), M.G.L. c. 66A

2) M.G.L. c. 93H

3) M.G.L. c. 93I

Signed:

_____   _____
Signature   Date

Print Name:_____

Title:_____

Organization:_____

Address:_____

Telephone:_____ E-Mail:_____