



DELAWARE HEALTH CARE CLAIMS DATABASE

Data Use Agreement

Data Use Agreement #: [To be entered by DHIN]

Effective Date: [Date that the last party signs]

End Date: [To be entered by DHIN - project completion date]

Requesting Organization: [Insert name of Principal Investigator or Institution]

Address: [Insert Address]
[Insert Address]

Data Provider: The Delaware Health Information Network (DHIN)

Address: 107 Wolf Creek Blvd., Suite 2
Dover, DE 19901

Purpose: This Agreement addresses the terms and conditions under which DHIN will release and the Requesting Organization may obtain, use, and disclose Health Care Claims Database data specified in this Agreement.

Project: This Agreement pertains to the project entitled _____ as described in the HCCD Data Access Application # _____ approved by the HCCD Committee and incorporated into this Agreement as Attachment 1. Any other projects or uses require separate applications and approvals.

Attachments: Attachment 1: Approved HCCD Data Access Application
Attachment 2: Pricing and Payment Terms

HCCD Data Requested:

This Agreement pertains to the following data and/or files, in accordance with the specifications, as requested and approved in Attachment 1.

Type of File	Years

Data Use Agreement and Obligations of Parties: (Requesting Organization must initial each line)

A. HCCD Data Use and Protection

1. _____ I will use HCCD Data only for the purposes identified in Attachment 1. Any other projects or uses will require a separate approval from the HCCD Committee.
2. _____ I will ensure that access to HCCD Data is provided only to the authorized individuals listed in Attachment 1, including employees, agents, and/or approved subcontractors. In the event that Requesting Organization engages other individuals or subcontractors not listed on Attachment 1, Requesting Organization will submit updated documentation for review and approval by the HCCD Committee.
3. _____ I and my colleagues, associates, agents, or subcontractors involved in this research will comply with all current laws and regulations, whether or not specifically referenced in this Agreement, regarding patient privacy, data security, and the privacy and security of Protected Health Information (PHI) or Personally Identifiable Information (PII).
4. _____ I will obtain and maintain an agreement with each agent or contractor who has or will have access to the HCCD Data which binds them to the same terms and restrictions as this Agreement.
5. _____ I will not attempt to re-identify, “reverse engineer”, decompile, or in any other way attempt to discern the identities of individuals that have been de-identified in the HCCD Data, nor will attempt to contact individuals.
6. _____ I understand that DHIN may charge me a reasonable cost-based fee for preparing and transmitting the requested HCCD Data, and this may include costs associated with aggregating, storing, extracting, de-identifying, and transmitting the Data Set, to include associated labor costs. The pricing and payment terms are attached hereto as Attachment 2.

B. HCCD Data Disclosure

- 7. _____ I will use, share and/or disclose the HCCD Data only in the manner approved in Attachment 1, and will not permit my colleagues, associates, agents, employees, or approved (sub)contractors to use, share, or disclose the HCCD Data in any manner other than what has been approved in Attachment 1.
- 8. _____ I shall adhere to the following rules and regulations relating to re-disclosure of the HCCD data: adhere to CMS cell size suppression requirements for CMS Research Identifiable Files; exclude any Reporting Entity-specific Pricing Information that includes post-adjudicated claims data.
- 9. _____ I understand that if I plan to use the HCCD data to produce a report for publication in any medium (e.g. print, electronic, lecture, slides, etc.), I shall submit the proposed publication and/or output to the Committee for their prior review and approval.
- 10. _____ I will use appropriate safeguards, including but not limited to all safeguards identified in Attachment 1, to prevent the sharing or disclosure of the HCCD Data other than as permitted under Attachment 1.

C. Reporting and Mitigating Unauthorized Uses or Disclosures of HCCD Data

- 11. _____ I will notify DHIN within five (5) days of becoming aware of any use or disclosure of the HCCD Data in violation of this Agreement. The notification will include the date of the incident; any harmful effects that may or have been caused by the unauthorized use or disclosure; details about the most likely causes of the incident and how it occurred; and a description of the HCCD data accessed, used, or disclosed.
- 12. _____ In the event that DHIN has reasonable belief that a Requesting Organization has made an unauthorized use or disclosure of the HCCD Data, DHIN or any third party appointed by DHIN may investigate the circumstances of the unauthorized use or disclosure of HCCD data. I shall fully cooperate in DHIN's investigation. Additionally, DHIN may, at its sole discretion, require the Requesting Organization to investigate and report to DHIN any circumstances regarding any alleged or actual unauthorized use or disclosure; promptly resolve any issues or problems identified by the investigation; submit a corrective action plan outlining the steps that the Requesting Organization will take to prevent future unauthorized use or disclosure; return or destroy the HCCD Data received from DHIN under this Agreement.

D. Termination

13. _____ I understand that DHIN may terminate this Agreement upon five (5) days written notice in the event of breach of any provision of this Agreement and such breach is not cured within such five (5) day period.
14. _____ I understand that DHIN may also terminate this agreement upon thirty (30) days written notice for any cause.
15. _____ Upon termination of this Agreement but no longer than 30 days thereafter, I will return or destroy all HCCD Data in my possession or in the possession of my colleagues, associates, agents, or subcontractors, and retain no copies of such information unless retention is required for the research project records. Within such thirty (30) day period, I shall certify in writing to DHIN that such return or destruction has been completed. If return or destruction of HCCD Data is not feasible, I will comply with the terms of this Agreement that are applicable to PHI for as long as the PHI is retained.

E. Data Ownership

16. _____ I understand and acknowledge that all data provided to me by DHIN under this Agreement is and shall remain the sole property of DHIN. I will not sell or transfer the HCCD Data or any portion thereof, whether identifiable or de-identified, to any other party without the express written consent of DHIN.

F. Indemnification

17. _____ I will indemnify and hold DHIN and its affiliated Covered Entities and its Reporting Entities harmless from and against any actual or threatened legal or administrative action, claim, liability, penalty, fine, litigation, or other loss, expense or damage, including without limitation any reasonable attorneys' fees and costs that DHIN may incur directly or indirectly resulting from my actions or omissions or those of any of my agents or subcontractors, including failure to perform my obligations under this Agreement.

Miscellaneous

This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

Attestation. Requesting Organization hereby certifies that the above statements are true and correct to the best of its knowledge.

The persons signing below have the right and authority to execute this Agreement and no further approvals are necessary to create a binding agreement

ACCEPTED AND AGREED:

Requesting Organization (Data Recipient)

Organization: _____

Name: _____

Title: _____

Data Provider

Name: Delaware Health Information Network

Name: _____

Title: _____