

## CONFIDENTIAL DATA SHARING AGREEMENT: DRAFT 1/11/2011

This Agreement is made by and between xxx and the Public Health Branch of the 0000(PHB). This Agreement is effective from the date the last of the authorized representative of the parties hereto, listed on the last page of the Agreement, has executed the Agreement.

### RECITALS

PHB representative have met with xxx representatives to develop plans for PHB to analyze population data from the diabetes registry (PECYS) maintained by the xxx and populated with diabetic patient data submitted by Humboldt County medical providers.

PHB seeks to receive current and historical data from PECYS for analysis of community trends of diabetes and related conditions reported to PECYS, such as smoking, blood pressure and level of diabetic and cholesterol control, including geocoding and mapping of the data by census tract in Eureka and Arcata and zip code in other areas of the county. The purpose of such mapping would be to identify potential health disparities and facilitate interventions to improve health outcomes.

IPA now seeks to send this data to PHB and to receive analysis results from the PHB team so as to better perform its own efforts to improve health outcomes.

NOW THEREFORE, the parties agree as follows:

### AGREEMENT

1. Transfer of Data to PHB. PHB will work with personnel of xxx to establish the transfer of current and historical PECYS data, absent the names of patients involved.
2. Use/Disclosure of data. PHB shall use the data solely for the purposes stated in the recitals above.
3. Disclosure of PECYS Data. PHB shall make ProcessData available to the xxx and others as mutually agreed upon by the xxx and PHB. The ProcessData will include the following type of aggregate and de-identified data:
  - GIS mapping of location of diabetic patient with sufficient grouping to protect identification of individual, i.e. aggregation to the census tract and zip code level as defined above.
  - GIS mapping of pertinent data points contained in PECYS to elucidate diabetes related health habits, degree of optimum control of diabetes and related health conditions and adequacy of medical services provided.
4. Data protocols and procedures. In general the following protocols and procedures shall be established.

- Data will be stripped of patients' names and formatted by IPA as *help needed to identify the format* and clearly marked as "CONFIDENTIAL HEALTH INFORMATION" OR OTHER SIMILAR DESIGNATION;
  - Data will be sent by IPA to PHB at a time to be determined as acceptable to both parties.
  - Before Data is sent by either IPA or PHB, data encryption will be performed using *Network Associates PGP, GNU GPG, or another low-cost commercially available encryption utility program*:
  - All Data transfer will be through either email or anonymous FTP.
5. HIPAA Compliance: Data and processed data include elements of protected health information as defined under the Health Insurance Portability and Accountability and accountability Act of 1996 (HIPAA) regulations found at 45 CFR 164. Further to HIPAA at 45 CFR 164.504(e), PHB agrees that it will:
    - PHB shall not use or further disclose the dataset other than as permitted by this Agreement or as otherwise required by law.
    - PHB shall use appropriate safeguards to prevent use or disclosure of the dataset other than as permitted by this Agreement.
    - PHB shall report to the Covered Entity's Privacy Officer any use or disclosure of the dataset not provided for by this Agreement of which Recipient becomes aware.
    - PHB shall ensure that any agents, including a subcontractor to whom it provides the dataset, agree to the same restrictions and conditions that apply to the Recipient with respect to such information.
    - PHB shall not re-identify the information or contact the individuals whose information is contained within the dataset.
  6. Term and Terminations. The initial term of this Agreement shall be for a period of two (2) years from the Effective Date. If the parties mutually agree, the term may be renewed on a biannual basis. The agreement may be terminated by either party for any reason upon thirty (30) days' prior written notice. xxx may terminate this Agreement immediately if xxx determines that PHB is in material breach of this Agreement.
  7. Modification. This Agreement may only be amended or modified in writing as mutually agreed upon by the parties.
  8. Interpretation. This Agreement shall be governed by , and construed in accordance with, the laws of the State of California.
  9. Severability. The illegality, unenforceability or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement.
  10. Waiver. The waiver of any breach of any term, covenant or condition of the Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions.
  11. Assignment. The parties shall not assign, delegate or transfer any of their respective rights and/or obligations under this Agreement.

12. Notice. Any notice required to be given pursuant to the terms and provisions hereof shall be hand delivered or sent by mail, postage prepaid, to:

If to PHB  
00000, Director

If to xxx  
CEO

13. Relationship of parties. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, or representative of the other nor will either party have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

14. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties and supersedes all other agreements of the parties, oral or otherwise, regarding the subject matter hereof.

IN WITNESS WHEREOF, PHB and xxx have executed this Agreement through their duly authorized representatives on the dates below.

xxx

BY \_\_\_\_\_

Name:

Title:

Date:

Public Health Branch

BY \_\_\_\_\_

Name:

Title:

Date:

