

State of Oregon # _____
External # _____

STATE OF OREGON DATA USE AGREEMENT

This Data Use Agreement ("Agreement") is made and entered into by and between _____, hereinafter referred to as Data Recipient, and the **Oregon Health Authority (OHA) Office of Health Analytics**, an agency of the State of Oregon. The Oregon Health Authority is a hybrid covered entity under the Health Insurance Portability and Accountability Act ("HIPAA").

PURPOSE

This Agreement sets forth the terms and conditions pursuant to which OHA will disclose certain de-identified data ("Data") to Data Recipient. Data Recipient will use the Data for the purposes set forth in Data Recipient's Data Request Application and Statement of Work, attached hereto as Appendix A, and incorporated herein by this reference.

AUTHORITY

WHEREAS, OHA collects certain health care related data for use in its Health Care Workforce Reporting ("HWRP") database;

WHEREAS, under HIPAA, OHA is permitted to disclose or make Data available to Data Recipient in accordance with 45 CFR 164.502(d).

WHEREAS, Data Recipient wishes to receive certain Data maintained by OHA in the HWRP database;

WHEREAS, Data Recipient is permitted to receive Data in accordance with 45 CFR 164.502(d).

WHEREAS, OHA is committed to compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder and other applicable law; and the Health Information Technology for Economic and Clinical Health ("HITECH"); and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of OHA under HIPAA, HITECH and other applicable laws, and to ensure the integrity and confidentiality of Data disclosed or made available to Data Recipient.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. SCOPE AND DATA SET

1. Subject to the terms of this Agreement, OHA will disclose the Data, as further described in Appendix B, to Data Recipient.

2. Data Recipient is authorized to use the Data for the purposes specified in Appendix A.

B. OBLIGATIONS AND ACTIVITIES OF DATA RECIPIENT

1. Data Recipient shall not use or disclose the Data other than as permitted by this Agreement or as otherwise required by law.
2. Data Recipient shall use appropriate safeguards to prevent the use or disclosure of the Data other than as provided for in this Agreement.
3. Data Recipient shall report to OHA any use or disclosure of the Data not provided for by this Agreement of which Data Recipient becomes aware.
4. Data Recipient shall ensure that any agents, including a subcontractor, to whom the Data Recipient provides the Data agrees to the same restrictions and conditions that apply to the Data Recipient with respect to the Data.
5. Data Recipient shall not attempt to re-identify the Data or attempt to contact subjects represented in the Data.
6. Data Recipient shall not link the Data with individually-identifiable data from any other source, nor may the Data be re-transferred or re-disseminated in a format that could possibly lead to the identification of an individual.
7. Data Recipient shall comply with all state and federal laws applicable to the Data disclosed under this Agreement.
8. Data Recipient is solely responsible for the analysis of the Data and communication of results. When publishing or communicating results of any analysis, Data Recipient shall provide a notation indicating that the Oregon Health Authority is not responsible for the analysis or interpretation and that the Data Recipient does not represent the State of Oregon.

C. TERM AND TERMINATION

1. The provisions of this Agreement shall be effective upon execution and shall remain in effect until the Agreement is terminated in accordance with this section.
2. OHA shall have the right to terminate this Agreement if OHA determines that Data Recipient has violated a material term of this Agreement. If OHA determines that such a violation has occurred, OHA shall either (1) provide Data Recipient with an opportunity to cure the violation within a specified period of time, or (2) if cure is not possible, terminate this Agreement immediately upon notice to Data Recipient.
3. Either party may terminate this Agreement with 30 days written notice to the other party, or at such other time as may be mutually agreed.

D. MISCELLANEOUS

1. Survival. The respective obligations of Data Recipient under Section B of this Agreement shall survive termination of this Agreement.
2. Contract Interpretation. Any ambiguity in this Agreement shall be resolved so as not to cause OHA to violate any applicable privacy or security laws.
3. Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
4. Authority. The persons signing below have the right and authority to execute this Agreement and no further approvals are necessary to enter into this Agreement.
5. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oregon.
6. Ownership of Data. OHA retains all ownership rights to the Data referred to in this Agreement. Nothing herein shall be construed as providing Data Recipient with any right, title, or interest in any of the Data furnished by OHA.
7. Notice. Any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to OHA or Data Recipient at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

Data Recipient:

[insert mailing address]:

Telephone: _____

Facsimile Number: _____

OHA:

Amy Clary, PhD

421 SW Oak St., Suite 850, Portland, OR 97204

(503) 551-6379

Amy.Clary@dhsoha.state.or.us

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original effective as of the date of the last party to sign below.

APPROVED BY DATA RECIPIENT:

By: _____

Print Name: _____

Title: _____ Date: _____

APPROVED BY OFFICE OF HEALTH ANALYTICS:

By: _____

Print Name: _____

Title: _____ Date: _____

APPENDIX A: Data Request Application (HWRP-D1)

APPENDIX B: Signatures of Project Staff

All project staff must read and sign Agreement.

The undersigned individuals have read Agreement and are hereby bound by all terms and conditions of Agreement. Print name, role on project, sign and date.

Name: _____ Role on project: _____

Signature Date

Name: _____ Role on project: _____

Signature Date

Name: _____ Role on project: _____

Signature Date

Name: _____ Role on project: _____

Signature Date

Name: _____ Role on project: _____

Signature Date

Name: _____ Role on project: _____

Signature Date

