

MAINE HEALTH DATA ORGANIZATION CONFIDENTIALITY AGREEMENT

In exchange for the release by the Maine Health Data Organization (MHDO) of the specialized data described in Request Summary Number _____ incorporated herein and attached as Exhibit A, which data may contain data elements as set forth in subsections 9(A)(2), (3), and (4) of 90 CMR 120, _____, (hereinafter "Requester" or "I") hereby agrees to the following conditions:

1. I will only use these data for the research and statistical purposes that I specified in my information request (Exhibit A).
2. I will not release, furnish, disclose, publish or otherwise disseminate these data to any person (except an employee or other such person under my supervision, who has agreed in writing to comply with all these same conditions), unless the data released (a) does not contain any of the information listed in 90 CMR 120, § 9, sub-§ A (2), (3), and (4) of the rules for any individual discharge, and (b) has been provided in advance to the MHDO, in accordance with paragraph 6 of this Agreement. If these data are linked with other records or data bases, use of the resulting linked data base must comply with conditions of this Agreement.
3. I understand that the MHDO shall retain all ownership rights to the data. I shall have no right, title, or interest to any of the data provided by the MHDO. I agree to reference the MHDO as the source of the data in all reports, publications, tables, graphs, or other products produced from the data.
4. I will only make copies of these data as required in the conduct of my research and will only retain one copy of the data after the research concludes. I will destroy all other copies, so certifying by submitting a written notice to the MHDO, or return them to the MHDO at the conclusion of the research.
5. I will not allow others nor will I myself use these data, or link these data to other records or data bases, if the result allows for identifying individuals, taking legal, administrative, or other actions against individuals, or contacting or assisting others to contact any patients and/or physicians who may be indirectly identified.
6. (a) At least twenty (20) days prior to releasing any manuscript, report, or web site universal resource locator (URL) intended for public dissemination that contains data to anyone other than the MHDO and its staff, or my employees or investigators who have also signed this agreement or one identical to it, I agree to provide the MHDO with a copy of the manuscript, report, or the URL. If the MHDO determines that the manuscript, report, or web site violates the requirements of CMR 120 §9(A), I shall modify the report prior to its release to protect against such identification.

(b) I will maintain a copy of each report that I issue, in a form accessible to the MHDO, and I will make such copy available at any reasonable time for review by the MHDO.

7. Until such time as I have either destroyed or returned to the MHDO every copy of the data subject to this Agreement, I will maintain in effect the policies and procedures on confidentiality of information that I have described to the MHDO in Exhibit A, except to the extent that I may substitute more restrictive or detailed policies and procedures that provide equivalent assurance of confidentiality.

8. In addition to the requirements of paragraphs 1-7 above, I will also comply with all other applicable requirements and conditions of 90 CMR 120.

9. Requester understands that if Requester is a corporation, agency or other organization rather than an individual, this Agreement is not complete and Requester may not obtain the data described herein until the natural person signing on its behalf, or at least one employee of Requester, agrees in his individual capacity to all of the terms and conditions of this Agreement.

EXECUTION IF REQUESTER IS AN INDIVIDUAL

Dated: _____

WITNESS

REQUESTER'S SIGNATURE

NAME

NAME

EXECUTION IF REQUESTER IS NOT AN INDIVIDUAL

Dated: _____

WITNESS

REQUESTER'S SIGNATURE

AUTHORIZED SIGNATURE*

NAME

NAME AND TITLE

* If this person will be given access to the data, this signature must also appear under "Execution by Officers and Employees," page 3.

Dated: _____

WITNESS

CUSTODIAN'S SIGNATURE

NAME

NAME

EXECUTION BY OFFICERS AND EMPLOYEES OF REQUESTER

The undersigned, in return for having access to the data described in the above Agreement, state that (I am) (we are) officers or employees of Requester, (am) (are) familiar with Requester's policies and procedures on the confidentiality of information, including those described to the Maine Health Data Organization in the request for information attached as Exhibit A, and have read and agree to act in accordance with all of the terms and conditions of this Confidentiality Agreement.

1) Date: _____
SIGNATURE _____

WITNESS: _____
NAME & TITLE _____

2) Date: _____
SIGNATURE _____

WITNESS: _____
NAME & TITLE _____

3) Date: _____
SIGNATURE _____

WITNESS: _____
NAME & TITLE _____

4) Date: _____
SIGNATURE _____

WITNESS: _____
NAME & TITLE _____

5) Date: _____
SIGNATURE _____

WITNESS: _____
NAME & TITLE _____

6) Date: _____
SIGNATURE _____

WITNESS: _____
NAME & TITLE _____