### **Attachment 1: Data Use Agreement Amendment(s)**

### **Attachment 2: List of Approved Data Elements**

The completed Data Element Worksheet (Attachment D) is attached as a separate document.

### **Attachment 3: List of Authorized Data Users**

In the table provided below, list all Authorized Data Users (Data Application Section 3). An “Authorized Data User” refers to the Recipient, Recipient employees, and Additional Organization (any Recipient contractors or agents or other third party) employees who are entrusted to access and use the Data and whose signed Confidentiality Agreement is on file with the Lead Organization (LO).

The Recipient shall ensure that all Authorized Data Users comply with the same restrictions and conditions that apply to the Recipient under this DUA and agree to follow the data privacy, security, and protection requirements, prior to being granted access to the Data. The Recipient will notify the LO when an individual’s Authorized Data User status changes. The Recipient must obtain written approval from the LO to add an Authorized Data User prior to granting such individual access to the Data.

|  |  |  |  |
| --- | --- | --- | --- |
| Authorized Data User Full Name\* | Title/Role | Email Address | Organization Name |
|  |  |  |  |
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\*If an Analytic Enclave Application, add an asterisk to the name(s) of person(s) who would have seat licenses with direct access to the Data in the Analytic Enclave.

### **Exhibit A:**

### **Approved WA-APCD Data Application(s)**

The completed WA-APCD Data Request Application XX-XXX (Exhibit A) is attached as a separate document.

### **Exhibit B:**

### **Approved Data Management Plan**

The completed WA-APCD Data Management Plan is attached as a separate document.

### **Exhibit C:**

### **Attestation of WA-APCD Rules and Policies**

Chapter 43.371 Revised Code of Washington (RCW) establishes the framework for the creation and administration of the statewide all-payer health care claims database and Washington Administrative Code (WAC) [Chapter 182-70](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70) implements [Chapter 43.371 RCW](https://apps.leg.wa.gov/RCW/default.aspx?cite=43.371), to facilitate the creation and administration of the Washington All-Payer Claims Database (WA-APCD). The WA-APCD requires that data Recipients and other Authorized Data Users comply with all laws and rules concerning the WA-APCD.

**Attestation**

The Recipient, and/or, as applicable, the Additional Organization, attests that it has read, understands and shall comply with the data security and privacy requirements set forth in [Chapter 43.371 RCW](https://apps.leg.wa.gov/RCW/default.aspx?cite=43.371), [Chapter 182-70](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70) WAC and the Washington State Office of the [Chief Information Officer (OCIO) IT Security Standards 141.10](https://ocio.wa.gov/policy/securing-information-technology-assets-standards).

**I attest, under penalties of perjury, that this information is true, correct and complete.**

|  |  |
| --- | --- |
| **Signature of authorized signatory:** |  |
| **Printed name:** | Click here to enter text. |
| **Title:** | Click here to enter text. |
|  | Recipient organization Additional organization |
| **Organization name:** | Click here to enter text. |
| **Date:** | Click here to enter a date. |

### **EXHIBIT D:**

### **CONFIDENTIALITY AGREEMENT**

The Washington All-Payer Claims Database (WA-APCD) Data Recipient [Enter name of Recipient Click here to enter text.] Recipient employees, and all other individuals who will have access to or responsibility for the released Data (Authorized Data Users), including individuals from Additional Organizations, shall execute this WA-APCD Confidentiality Agreement.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Authorized Data User, hereby acknowledge that, pursuant to the Data Use Agreement (“Agreement”) between Recipient, the Washington State Health Care Authority and the Lead Organization, I could acquire or have access to confidential information including, but not limited to, individually identifiable patient information, proprietary financial information, allowed cost information, direct patient identifiers, indirect patient identifiers, unique identifiers, or any combination thereof.

I will comply with all of the terms of the Agreement regarding my access, use, and disclosure of any Data. I will at all times maintain the confidentiality of this data. I will not access, use or disclose the Data for any purpose not approved in the Agreement. I will not, either directly or indirectly, disclose or otherwise make the Data available to any unauthorized person, including affiliated entities. I will not attempt to identify parties that have been de-identified in the Data output, “reverse engineer,” decompile, or in any other way attempt to discern the identities of the specific parties or fee schedule allowed amounts contained in the WA-APCD Data. I will not translate, convert, adopt, alter, modify, enhance, add to, delete, or tamper with any WA-APCD Data or in any other way attempt to calculate or determine specific parties’ fee schedule allowed amounts from the WA-APCD Data.

I understand that any violations of this Agreement, [WAC 182-70-500](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-500) through [182-70-520](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-520) (data release requirements[), WAC 182-70-250](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-250) (data breaches[), WAC 182-70-270](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-270) (data destruction), and other laws protecting data privacy and security may subject me to criminal or civil liability. I understand the penalties associated with the inappropriate disclosures or uses of direct patient identifiers, indirect patient identifiers, or proprietary financial information adopted under [RCW 43.371.070(1)](https://app.leg.wa.gov/RCW/default.aspx?cite=43.371.070) and [WAC 182-70-600](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-600) through [182-70-665](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-665). I further understand that the WA-APCD Lead Organization shall notify state and federal law enforcement officials, as applicable, of any Data breaches in connection with any violation of this Agreement.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Title** | Click here to enter text. |
|  | Recipient organization Additional organization |
| **Organization name:** | Click here to enter text. |

|  |  |
| --- | --- |
| **Address** | Click here to enter text. |
| **Telephone number** | Click here to enter text. |
| **Email address** | Click here to enter text. |
| **Date** | Click here to enter text. |

### **EXHIBIT E:**

### **CERTIFICATE OF PROJECT COMPLETION & DATA DESTRUCTION**

At Project Completion, as defined in the Data Use Agreement, WA-APCD Data, including all copies and all analytic datasets derived from the original Data, must be destroyed so that it cannot be recovered from the electronic storage media. The Data destruction and notification to Lead Organization of the Data destruction, must occur within 10 business days of Completion Date.

Acceptable Data destruction methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store Data must be made unusable by physical destruction. All Data destruction is in compliance with the requirements:

1. In [WAC 182-70-270](https://apps.leg.wa.gov/WAC/default.aspx?cite=182-70-270).
2. Recommendations set forth in NIST Special Publication 800-88 Guidelines for Media Sanitization.

This Exhibit E does not apply to the Data output that is disclosed in Exhibit H.

The undersigned hereby certifies that the Project entitled Click here to enter text.

approved under the Data Application dated Click here to enter text.

and subject to the Data Use Agreement dated Click here to enter text.

is complete as of this date Click here to enter text.

The undersigned further certifies as follows (**check the appropriate section**):

I/we certify that I/we have destroyed all Data received from the WA-APCD in connection with this Data Application and Project, in all media that was used during the Project. This includes, but is not limited to, Data maintained on hard drives and other storage media and all analytic Data sets derived from the original Data.

I/we certify that I/we will continue to hold Data pending a request (DUA Exhibit F: Certificate of Continued Need and Compliance) for an extended retention date.

|  |  |
| --- | --- |
| **Project completion date** |  |
| **Form due date\*** |  |
| **Signature:** |  |
| **Title** | Click here to enter text. |
|  | Recipient organization Additional organization |
| **Organization name:** | Click here to enter text. |

|  |  |
| --- | --- |
| **Address** | Click here to enter text. |
| **Telephone number** | Click here to enter text. |
| **Email address** | Click here to enter text. |
| **Date** | Click here to enter text. |

\*within 10 days of project completion date

### **EXHIBIT F:**

### **CERTIFICATE OF CONTINUED NEED AND COMPLIANCE**

The Recipient has been approved for the Project entitled Click here to enter text.

to receive the following additional time period(s) or versions of Data:

|  |  |
| --- | --- |
| Time period(s) or Version(s) of Data Requested | Click here to enter text. |

All use of Data shall be governed by Data Use Agreement, dated Click here to enter text., by and between the Washington State Health Care Authority, the Lead Organization and Recipient. Recipient wishes to receive the additional time period(s) or release versions of the Data and the Lead Organization is willing to provide such Data under the terms of the Agreement.

The Recipient hereby certifies:

The Recipient is in full compliance with the Data Use Agreement;

The time period(s) or release version of Data, identified above, is necessary to complete the Project;

No changes have been made to the Project.

The undersigned further acknowledges:

Time period(s) or release versions of Data will be provided as available. The Data format and data elements may differ from those Data provided to Recipient for previous time period(s) or versions of Data;

The Recipient must remit any applicable Data fees prior to receipt of the Data.

This Certificate is effective as of the date below.

|  |  |
| --- | --- |
| **Effective date:** |  |
| **Signature of authorized signatory:** |  |
| **Printed name:** | Click here to enter text. |
| **Title:** | Click here to enter text. |
|  | Recipient organization Additional organization |
| **Organization name:** | Click here to enter text. |
| **Date:** | Click here to enter a date. |

### **EXHIBIT G:**

### **WA-APCD DATA ACCESS FEE**

Recipient shall remit the following payment to the Lead Organization within 30 calendar days of receipt of WA-APCD Data. For Analytic Enclave clients, Recipient shall remit the following payment within 30 calendar days of the first date that the Analytic Enclave is available to Recipient.

|  |  |
| --- | --- |
| Product | Fee |
| Custom Report  Recipient is entitled to dataset as stipulated in Attachment 2 List of Approved Data Elements | $ |
| Per Person Cost and Utilization  Recipient is entitled to dataset as stipulated in Attachment 2 List of Approved Data Elements | $ |
| Data File Extract  Recipient is entitled to dataset as stipulated in Attachment 2 List of Approved Data Elements | $ |
| Analytic Enclave  Recipient is entitled to \_\_\_ Analytic Enclave seat license(s) for the period mm/dd/yyyy to mm/dd/yyyy. Seat license provides Recipient access to the Analytic Enclave standard dataset as stipulated in Attachment 2 List of Approved Data Elements. Unless expressly delineated in this Exhibit G, no other services, including but not limited to the addition of non-standard data elements, other dataset customization, or WA-APCD data vendor services such as Enclave data imports, are included. | $ |

|  |
| --- |
| Lead Organization (LO): Washington State Health Care Authority |
| Print name of LO WA-APCD Program Manager: Lorie Geryk |
| Signature of LO WA-APCD Program Manager: |
| Signature date: |

Per Washington State Health Care Authority supplied invoice remit payment to the following address: [acctspay@hca.wa.gov](mailto:acctspay@hca.wa.gov)

### **EXHIBIT H**

### **RECIPIENT DATA OUTPUT**

Pursuant to Attachment E of the Data Application, list the data output to be disclosed to anyone other than Authorized Data Users. Such data output includes disclosure in any medium or format including machine readable data, print, or software application presentation/displays.

|  |  |  |  |
| --- | --- | --- | --- |
| Data Output Type (e.g., report, visualization, data, software, etc.) | Description of Data Output | Level of Data Aggregation | End-User Audience(s) |
| Example:  Annual performance review & Evaluation Reports for CDC | Hypertension surveillance: monitor the extent of the burden of hypertension and its financial impact among different populations | For hypertension population cohorts, report per person cost and utilization by summary service categories (e.g., office visits, labs, medications, etc.)  Provider identifiable (N)  Allowed costs (Y) | Agency staff, Governor’s office, state agency, CDC |
| Example:  PDF report; web-based visualization | Medicaid cost/utilization analytics to support planning with partnering provider organizations | For population cohorts (e.g., age group, health condition, area) provider-specific utilization and cost metrics by service categories (e.g., inpatient ED)  Provider-identifiable (Y)  Allowed costs (Y) | Partner organizations, General Public |
| Example:  Web-based visualization | Coverage churn among Medicaid and Exchange enrollees | Medicaid and Exchange population’s enrollment, coverage changes, duration of coverage  Provider-identifiable (N)  Allowed costs (N) | Government agency, healthcare delivery partners, General public |
|  |  |  |  |
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## RECIPIENT DATA OUTPUT REQUIRING PRE-RELEASE REVIEW

Complete the table below, for Data output to be derived from any of the following: i) person direct identifiers; ii) proprietary financial information; iii) WA-APCD Data that is linked to any other information or iv) a commercial product redistribution purpose (Section 5 Data Use Application).

The Recipient is required to provide the Lead Organization with a copy of all Data outputs, which require pre-release review, at least two weeks prior to distribution to anyone other than the Authorized Data Users. If the WA-APCD determines that Data output violates the WA-APCD DUA the Recipient will be notified and must modify the Data Output prior to its release.

|  |  |  |
| --- | --- | --- |
| Data Output Type (e.g., report, visualization, data, software, etc.) | Description of Data Output | Type of WA-APCD Pre-release Information  (e.g. direct identifier, proprietary financial information, etc.) |
|  |  |  |
|  |  |  |

### **EXHIBIT I**

### **ENCLAVE USER AUTHENTICATION AGREEMENT**

The completed Enclave User Authentication Agreement is attached as a separate document.

### **EXHIBIT J**

### **ANALYTIC ENCLAVE DATA DOWNLOADS**

The Recipient or, as applicable, the Additional Organization, pursuant to downloading any Data from the Analytic Enclave agrees to the following:

1. It is solely responsible for any breaches or unauthorized access, disclosure or use of WA-APCD Data, including, but not limited to, any breach or unauthorized access, disclosure or use by its employees or Additional Organization.

2. It will adopt and comply with Washington State Office of the [Chief Information Officer (OCIO) IT Security Standards 141.10](https://ocio.wa.gov/policy/securing-information-technology-assets-standards)

**OCIO IT Security Standards 141.10**

|  |  |  |  |
| --- | --- | --- | --- |
| **Data Description** | **APCD User Types** | **OCS Data Category Determination** | **Authentication Mechanism Required** |
| Patient Direct Identifiers | Research Org. (IRB Approved) | Category 4 | Multi-factor Authentication\* |
| Proprietary Financial Information | Gov’t Agencies  Research Organization  Lead Organization | Category 4 | Multi-factor Authentication\* |
| Proprietary Financial Information | Gov’t Agencies, Research Organization  Lead Organization, Other Entities per Approval | Category 3 | Multi-factor Authentication\* |
| Unique Identifiers | Any Entity Per Approval | Category 2 | Strong, hardened password |
| Other Data | Any Entity Per Approval | Category 2 | Strong, hardened password |

\*Requires use of strong hardened password plus something a user “has” such as hardware token, software token or digital certificate

3. It must not download the following data as delineated with checked boxes:

Patient direct identifiers

Payer or insurer direct identifiers

Allowed cost at a medical claim line record level (e.g. CPT, HCPCS, DRG, ICD Procedure Code)

Allowed cost at a prescription drug claim line record level (e.g. NDC Code)

Provider direct identifiers (except those included in Limited Data Set product when applicable)

Proprietary financial information. Recipient shall notify LO in advance of any download and receive LO download review notification before initiating a download.

3M™ Software clinical logic/grouper data (e.g. APR-DRGs, ACRGs, etc.) at the claimant record level

4. Recipient shall notify LO in advance of any download. The LO, at its discretion, may review the proposed download to ensure it is in compliance with this DUA. LO shall conduct, or waive, its review and notify Recipient of its review action within 3 business days of Recipient notification. If the LO determines that the download is not compliant with the DUA the download shall be revised upon mutual agreement of the parties.

5. It must not link data downloaded from the Analytic Enclave with data from any other sources unless expressly authorized in this Data Use Agreement.

6. Recipient agrees that the Analytic Enclave is the primary analytics environment and downloads are limited to the minimum data necessary to achieve the data use objectives as documented in the Data Application Attachment E.