

97412 Data Use Agreements

(a)

Required Data Use Agreements. (1) Prior to receiving confidential data pursuant to an approved data application: (A) Each approved applicant shall execute a confidential data use agreement. (B) Each person who will observe, use, or control confidential data under an approved application shall execute a confidential data use agreement. (2) For non-confidential program data, if the Department determines there is good cause for non-confidential data use agreements, the Department shall require an approved applicant or the persons who will observe, use, or control non-confidential program data to execute non-confidential data use agreements. Good cause includes, but is not limited, to the following: (A) the applicant will receive data about individuals who are not patients or consumers and the Department determines that further disclosure of that data poses a safety or privacy risk to those individuals; or (B) the applicant will receive payment data or financial data and the Department determines that further disclosure of that data would have harmful financial or anti-competitive effects.

(1)

Prior to receiving confidential data pursuant to an approved data application: (A) Each approved applicant shall execute a confidential data use agreement. (B) Each person who will observe, use, or control confidential data under an approved application shall execute a confidential data use agreement.

(A)

Each approved applicant shall execute a confidential data use agreement.

(B)

Each person who will observe, use, or control confidential data under an approved application shall execute a confidential data use agreement.

(2)

For non-confidential program data, if the Department determines there is good cause for non-confidential data use agreements, the Department shall require an approved applicant or the persons who will observe, use, or control non-confidential program data to execute non-confidential data use agreements. Good cause includes, but is not limited, to the following: (A) the applicant will receive data about individuals who are not patients or consumers and the Department determines that further disclosure of that data poses a safety or privacy risk to those individuals; or (B) the applicant will receive payment data or financial data and the Department determines that further disclosure of that data would have harmful financial or anti-competitive effects.

(A)

the applicant will receive data about individuals who are not patients or consumers and the Department determines that further disclosure of that data poses a safety or privacy risk to those individuals; or

(B)

the applicant will receive payment data or financial data and the Department determines that further disclosure of that data would have harmful financial or anti-competitive effects.

(b)

Contents for Confidential Data Use Agreements. A confidential data use agreement between the Department and the applicant or persons approved for confidential data under this Article shall have, at least, the following: (1) The applicant or

person shall only observe, use, control, or store confidential data in the United States of America. (2) The confidential data use agreement shall be governed, and construed in accordance with, the laws of the State of California and all litigation that may arise as a result of the agreement shall be litigated in the Superior Court of California, County of Sacramento.

(1)

The applicant or person shall only observe, use, control, or store confidential data in the United States of America.

(2)

The confidential data use agreement shall be governed, and construed in accordance with, the laws of the State of California and all litigation that may arise as a result of the agreement shall be litigated in the Superior Court of California, County of Sacramento.

(c)

The Department shall tailor each data use agreement to ensure appropriate data use.