

DATA USE AGREEMENT

23-N-415051 Revised Modification 001

This Data Use Agreement (“Agreement”), effective as of December 27, 2023 (“Effective Date”), is entered into by the Alaska Native Tribal Health Consortium (“ANTHC”) and the State of Alaska Department of Health, Division of Public Health, Section of Epidemiology, Immunization Program (“DPH”). The purpose of this Agreement is to provide ANTHC with access to a Limited Data Set (“LDS”) from the VacTrAK database on an annual basis to perform the purposes described in this agreement, in accord with the HIPAA regulations and state law.

ANTHC is recognized as a tribal health organization created under Section 325 of Public Law 105-83 and as a public health authority under 45 CFR 164.501.

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the HIPAA Regulations codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
2. Limited Data Set. The LDS shall include data from the VacTrAK database specified in Section 3 of this agreement, except that the LDS shall not include any of the following prohibited identifiers of patients or their relatives, employers, or household members: Names; postal address information other than town, cities, states and zip codes; telephone and fax numbers; email addresses, social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; URLs and IP addresses; certificate and license numbers; vehicle identification numbers; device identifiers and serial numbers; biometric identifiers (such as voice and fingerprints); and full face photographs or comparable images.
3. Minimum Necessary Data Fields in the LDS. In preparing the LDS, DPH shall include data fields for all active patients listed in Appendix A including masked unique event identifiers necessary to link events within the data set, date of birth, permitted location information, race, and vaccine administration data. The LDS shall not be limited by race nor administering organization. The parties agree such data are the minimum necessary to accomplish the purposes set forth in Section 6 of this Agreement. Each time DPH sends the LDS to ANTHC, DPH will provide data documentation along with the LDS that describes any changes to the LDS domains and data fields from the prior year’s LDS domains and data fields.
4. The LDS shall be disclosed to ANTHC as follows:
 - a. DPH will disclose to ANTHC the LDS described in Section 3 of this agreement containing data from for January 1, 2014 through December 31, 2022, as soon as possible after this agreement goes into effect.
 - b. Each subsequent year for the term of the agreement, on or before December 31, DPH will disclose to ANTHC a new LDS containing the data

points described in Section 3 of this agreement for January 1, 2014 through December 31 of the prior calendar year.

- c. Once disclosed to ANTHC, each Limited Data Set disclosed under Section 4.b. of this Agreement will be considered the data of record and any LDS from prior years shall be archived.

5. Responsibilities of ANTHC.

ANTHC agrees to:

- a. Use or disclose the LDS only as permitted by this Agreement or as required by law;
- b. Give access to and disclose the LDS only to those employees, contractors, business associates, and agents who have a need to know, access, use, or disclose the LDS for a permitted purpose set forth in Section 6 of this Agreement;
- c. Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law;
- d. Ensure that access to the LDS is protected by a security system that requires the user to provide at least one password;
- e. Report to DPH any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law, including the presence of prohibited identifiers in the LDS;
- f. Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and disclosure of the LDS that apply to ANTHC under this Agreement;
- g. Require any of its business associates who require access to the LDS to execute a HIPAA-compliant Business Associate Agreement;
- h. Not use the information in the LDS, alone or in combination, to identify, contact, disclose, or permit disclosure of the identity of the individuals whose data is contained in the LDS;
- i. Not publish reports containing figures or tables with five or fewer observations per cell unless it is a report routinely published by DPH, nor publish data that would disclose the identity of an individual from the combination of figures in a publication;
- j. Allow DPH 10 business days for prepublication review of conclusions based upon the LDS. If disagreement exists between ANTHC and DPH, ANTHC will allow the DPH the opportunity to include its comment within the published

document. If DPH does not respond within ten business days, ANTHC may assume that no disagreement exists and that DPH has approved the publication;

- k. Acknowledge that the DPH is the source of the data in any publications, articles, or studies that are prepared or published that include data from the LDS; and
- l. Be solely responsible for any violations of this Agreement by any of its employees or Business Associates.

6. Permitted Uses and Disclosures of the LDS. ANTHC may use and disclose the LDS only for the purposes described in this Agreement or as required by law. Those purposes are:

- a. Conducting epidemiologic analysis including public health surveillance and program monitoring within the Alaska Tribal Health System.
- b. Providing aggregate data summaries on immunizations among Alaska Native people to inform Alaska community members, health service providers, Community Health Aides, administrators, and public health professionals of the circumstances of immunizations in Alaska.
- c. Other public health projects studying immunizations related to improving the health and health equity of Alaska Native and American Indian people living in Alaska.

7. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Effective Date and terminate on January 1, 2033.
- b. Termination For Breach. DPH shall provide written notice to ANTHC within 10 days of any determination that ANTHC has breached a material term of this Agreement. DPH shall afford ANTHC an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within 30 days shall be grounds for the immediate termination of this Agreement by DPH, and DPH will report the problem to the Secretary of the U.S. Department of Health and Human Services.
- c. Effect of Termination. Sections 1, 4, 5, 6, 7(c) and 8 of this Agreement shall survive any termination of this Agreement under subsection 7(b).

8. Miscellaneous.

- a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in state or federal law that materially alter either or both parties' obligations under this Agreement. Provided

however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 7.

- b. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.
- c. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. Amendments. This Agreement may not be amended, revised, or modified unless set forth in a written amendment signed by an authorized representative of each party.
- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**Division of Public Health
Department of Health**

**Alaska Native Tribal Health
Consortium**

By: DocuSigned by:
Lindsay Kato
BE10226C61094AB...
1/29/2024

By: DocuSigned by:
Valerie Nurr'araluk Davidson
0657E37F8A6B4D3...
1/24/2024

Date: _____

Date: _____

Print Name: Lindsay Kato

Print Name: Valerie Nurr'araluk Davidson

Print Title: Director, Division of Public Health

Print Title: President and CEO