EXHIBIT D

Data Use Agreement - Individual
For Customers of
DataGen, Inc.

Data Gen®

Insights for Healthcare

I,_____agree to the following:
(Printed Name)

1. I am identified by _____as an individual who will use or have
(Organization)
access to confidential New York State Department of Health ("DOH") Statewide Planning
and ResearchCooperative System ("SPARCS") data in the Sg2 state data analysis module
("Module").

2. The SPARCS data I may access through the Module is confidential and is subject to strict
limitations on disclosure delineated in Section 400.18 of Title 10 of the Official Compilation
of Codes, Rules, and Regulations of the State of New York ("NYCRR"). I am aware that no
attempt may be made by me to identify specific individuals whose data has been received.

3. I agree and certify that I will not do any of the following in violation of my Organization's
Sublicense Agreement or this Data Use Agreement: (i) allow access to the Module by an
individual or entity; (ii) share with or release to an individual or entity any SPARCS data from
the Module; or (iii) share with or release to an individual or entity any information derived from
SPARCS data from the Module that could be used, alone or in combination with any other
reasonably available information, to identify an individual who is a subject of the information.

4. I also acknowledge that I have been informed by DataGen and am aware of the following
restrictions on use of anySPARCS data to which I am granted access through the Module:

    a. Access to SPARCS data will be granted by my organization only to the individual(s) who
    have signed Data UseAgreements on file with DataGen;

    b. SPARCS data will be used only for the purposes of marketing or planning for the
    organization pursuant to theterms of my organization's Sublicense Agreement;

    c. The SPARCS data will be kept in a secure environment, and no data will be released or
    disclosed to any personor entity, or published in any manner whatsoever, without prior
    written approval by DataGen and compliance with 10 NYCRR § 400.18, nor secondary
    release under similar terms;

    d. SPARCS data accessed through the Module may not be matched or linked to any other
    data set containing elements deemed "identifying" by 10 NYCRR § 400.18 or the HIPAA
    privacy rule;

e. Within two months of termination or expiration of the organization's Sublicense Agreement, or at such other time as required by notice provided by DataGen, my organization shall destroy the following in accordance with the Security Guidelines for SPARCS Data: (i) all SPARCS data; (ii) all documents or information containing SPARCS data; and (iii) all documents or information containing derivatives of SPARCS data that could be used alone or in combination with any other reasonably available information, to identify an individual who is a subject of the information.. A written request to extend this time period may be submitted to DataGen for written approval. A written attestation confirming the destruction of all such SPARCS data, documents and information will be required to be completed by my organization;

f. DataGen or DOH may perform an on-site audit of the use and security of the SPARCS data accessed through the Module and I will cooperate if requested in the event of such an audit; and

g. Any publication or report produced by this organization and/or using SPARCS data will acknowledge the source of the data;

5. I am aware that any unauthorized disclosure of individually identifying or confidential information is prohibited by the Privacy Act of 1974 and Title 18 §1905 of the U.S. Code. Additionally, I am aware that unauthorized disclosure of SPARCS data is prohibited under 10 NYCRR §400.18 and New York Public Health Law §12;

6. Furthermore, I understand that violations of these and any other disclosure guidelines may be punishable by monetary fines, and that DataGen is obligated to report to the Department of Health any disclosure violations of 10 NYCRR §400.18, and that DOH will prosecute to the fullest extent of applicable laws.

_____   _____
Date   Signature

                                                      _____
                                                      Name (Printed)

                                                      _____
                                                      Title

                                                      _____
                                                      Organization