EXHIBIT C

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

Data Gen®

Insights for Healthcare

I,_____acknowledge and attest that:

1. I am_____of _____ and I am
                    (Title)   (Organization)
   authorized to sign on behalf of this organization. My signature indicates organizational responsibility for maintaining the confidentialityof New York State Department of Health ("DOH") Statewide Planning and Research Cooperative System ("SPARCS") data accessed through the Sg2 state data analysis module ("Module").

2. The SPARCS data that this organization may receive as a user of 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 have been informed by DataGen and I am aware that no attempt may be made by my organization or anyone employed by or under contract to my organization to identify specific individuals whose data has been received.

3. My organization warrants that neither it, nor any individual who is required to sign the Individual Data Use Agreement by virtue of the organizations access to the Module, will do any of the following in violation of the organization's Sublicense Agreement (including but not limited to any addenda or exhibits to the same): (i) allow access to the Module by an individualor 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 pursuant to the Module:

   a. Access to any SPARCS data will be granted only to the individual(s) who have signed Data Use Agreementson file with DataGen;

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

   c. No SPARCS data will be released or disclosed to any person or entity;

   d. The SPARCS data will be kept in a secure environment and only authorized users will have

access;

e. SPARCS data accessed via 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 at 45 C.F.R. § 164.514(b);

f. 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, the 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 anindividual who is a subject of the information. A written request to extend this time period may be submitted toDataGen 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;

g. The SPARCS data will be handled and disposed of as required by the Security Guidelines for SPARCS data;

h. Any publication or report produced by this organization using SPARCS data will include the followingdisclaimer language:

"The raw data used to produce this publication was provided by the New York State Department of Health (NYSDOH) to DataGen. However, the calculations, metrics, conclusions derived, and views expressed hereinare those of the author(s) and do not reflect the work, conclusions, or views of NYSDOH. NYSDOH, its employees, officers, and agents make no representation, warranty or guarantee as to the accuracy, completeness, currency, or suitability of the information provided here."

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

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

8. The organization shall inform and provide DataGen with copies of all publicly-available documents or artifacts (e.g.reports posted to a public website, materials to be presented at conferences, or articles) based on SPARCS data accessed through the Module in order for DataGen to ensure that the use of SPARCS data within such publicly-available document or artifact complies with the terms of this Agreement; will not contain a cell size of ten or less inaccordance with DOH guidelines; and is consistent with the purpose for which SPARCS data was provided to DataGen and the organization.

_____	_____
Date	Signature
	_____
	Name (Printed)
	_____
	Title
	_____
	Organization