

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

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CATHERINE HUTCHINSON, <u>et al.</u> ,		)	
Plaintiffs,		)	
		)	
v.		)	C.A. No. 07-CV-30084-MAP
		)	
DEVAL L. PATRICK, <u>et al.</u> ,		)	
Defendants.		)	
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**PROTECTIVE ORDER**

The Court, having approved a Revised Protective Order in this matter on August 27, 2007, and a subsequent modification to that Revised Protective Order, on June 13, 2008, and upon the joint motion of the parties for modification of such prior orders in light of the Amended Settlement Agreement (“Settlement Agreement”) between the parties, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110 Stat. 1936) (“HIPAA”), and other state and federal laws governing the disclosures of personal information, orders the following:

I. For the purposes of this HIPAA-qualified protective order (“Protective Order”), “protected health information” or “PHI” shall include not only PHI, as defined by HIPAA, for class members that is in the possession of community providers and private healthcare facilities or organizations that serve such persons, but shall also include the following:

- a. The names, addresses, and telephone numbers of class members as described in ¶12 of the Settlement Agreement, and their guardians, who have met with an MFP Transition Entity or case manager, as described in ¶13 of the Settlement Agreement;

b. The names, addresses, and telephone numbers of class members who are participating in either the MFP-Community Living Waiver or the MFP-Residential Supports Waiver, their guardians, and their Individualized Service Plans, as described in ¶37 of the Settlement Agreement; and

c. The names, addresses and telephone numbers of class members, and their guardians, residing in a facility who have applied for the Massachusetts Rehabilitation Commissions' Brain Injury and Statewide Special Specialized Community Services program, or who have affirmatively answered Minimum Data Set-Section Q, indicating that they would like to speak with someone about options to live in the community, and as described in ¶36 of the Settlement Agreement.

2. The parties to the above-captioned matter, and their attorneys, are authorized to receive PHI, as defined above, to the extent, and subject to, the conditions outlined herein.

3. The parties and their attorneys shall be permitted to use PHI solely for matters reasonably connected with the above-captioned litigation and the Settlement Agreement between the parties. This includes, but is not limited to, disclosure to the parties, their attorneys of record, the attorneys' firms (i.e., attorneys, support staff, and consultants), the parties' experts and consultants, court reporters and copy services.

4. At the conclusion of this litigation including any subsequent appeals from this litigation, any person or entity in possession of PHI received pursuant to this Protective Order, including all copies made, must either return such PHI to the original disclosing party or destroy it.

5. Nothing in this Protective Order shall prevent any third party from raising any objections available under federal or Massachusetts law with respect to requests for PHI from the parties (or their attorneys) pursuant to this Protective Order.

6. Defendants need not provide notice pursuant to section 2(k) of M.G.L. c. 66A prior to disclosing the PHI of class members pursuant to the terms of the Settlement Agreement.

7. All provisions of the Revised Protective Order, entered in this matter on August 27, 2007, and all provisions of the Protective Order, entered on June 13, 2008, that are not inconsistent with the terms of this Protective Order shall remain in force and effect.

Dated: June 27, 2014

  
United States District Court Judge