

DATA USE AGREEMENT BETWEEN

TidalHealth Peninsula Regional, Inc.

And

(Researcher)

This Data Use Agreement is made and entered into on _____ by and between
(date)

TidalHealth, hereafter "Holder" and _____, hereafter
(recipient name)

"Recipient."

1. This agreement sets forth the terms and conditions pursuant to which Holder will disclose certain protected health information, hereafter "PHI" in the form of a Limited Data Set to the Recipient.
2. Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the HIPAA Regulations at 45 CFR Part 160-164.
3. Permitted Uses and Disclosures
 - 3.1 Except as otherwise specified herein, Recipient may make all uses and disclosures of the Limited Data Set necessary to conduct the research described herein: **(include a brief description of the research, case study, and/or protocol number)** ("Research Project")
 - 3.2 In addition to the Recipient, the individuals, or classes or individuals, who are permitted to use or receive the Limited Data Set for purposes of the Research Project include: **{insert names or classes of persons who may use or receive the limited data set, e.g. the researcher's staff, any collaborators, other clinical sites involved in the research, sponsors if applicable, outside laboratories}** To the extent that the classes of persons are not part of the Recipient's workforce who are directly involved in the Research Project, the Recipient shall enter into a data agreement with the other classes of persons before such release of the Limited Data Sets.
4. Recipient Responsibilities
 - 4.1 Recipient will not use or disclose the Limited Data Set for any purpose other than permitted by this Agreement pertaining to the Research Project or as required by law;
 - 4.2 Recipient will use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this Agreement;
 - 4.3 Recipient will report to the Holder any use or disclosure of the Limited Data Set not provided for by this Agreement of which the Recipient becomes aware within 15 days of becoming aware of such use and disclosure;
 - 4.4 Recipient will ensure that any agent, including a subcontractor, to whom it provides the Limited Data Set, agrees to the same restrictions and conditions that apply through this Agreement to the Recipient with respect to the Limited Data Set;

4.5 Recipient will not identify the information contained in the Limited Data Set; and

4.5.1 Limited Data Set: Protected Health Information (PHI) that excludes the direct identifiers listed below for the patient or of relatives, employers, or household members of the individual.

- I. Names;
- II. Postal address information, other than town or city, state, and zip code;
- III. Telephone numbers;
- IV. Fax numbers;
- V. Electronic mail addresses;
- VI. Social Security numbers;
- VII. Medical record numbers;
- VIII. Health plan beneficiary numbers;
- IX. Account numbers;
- X. Certificate/license numbers;
- XI. Vehicle identifiers and serial numbers including license plate numbers;
- XII. Device identifiers and serial numbers;
- XIII. Web Universal Resource Locators (URLs);
- XIV. Internet Protocol (IP) address numbers;
- XV. Biometric identifiers, including finger and voice prints; and
- XVI. Full face photographic images and any comparable images

4.6 Recipient will not contact the individuals who are the subject of the PHI contained in the Limited Data Set.

5. Term and Termination

5.1 The terms of this Agreement shall be effective as of _____, and shall remain in effect until all PHI in the Limited Data Set provided to the Recipient is destroyed or returned to the folder.

5.2 Upon the Holder's knowledge of a material breach of this Agreement by the Recipient, the Holder shall provide an opportunity for Recipient to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful within the reasonable time period specified by the Holder, the Holder shall discontinue disclosure of PHI to the Recipient and report the problem to the Secretary of the Department of Health and Human Services or its designee. The Holder shall immediately discontinue of the Limited Data Set to the Recipient if the Holder determines cure of the breach is not possible.

6. General Provisions

6.1 Recipient the Holder understand and agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this Agreement.

6.2 This Agreement shall not be assigned by the Recipient without the prior written consent of the holder.

6.3 Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

TidalHealth Peninsula Regional, Inc.

Data Associate (PI)

Signature: _____

Signature: _____

Print Name: Gwyndle R. Kravec

Print Name: _____

Title: Director/Privacy Officer

Title: _____

Date: _____

Date: _____