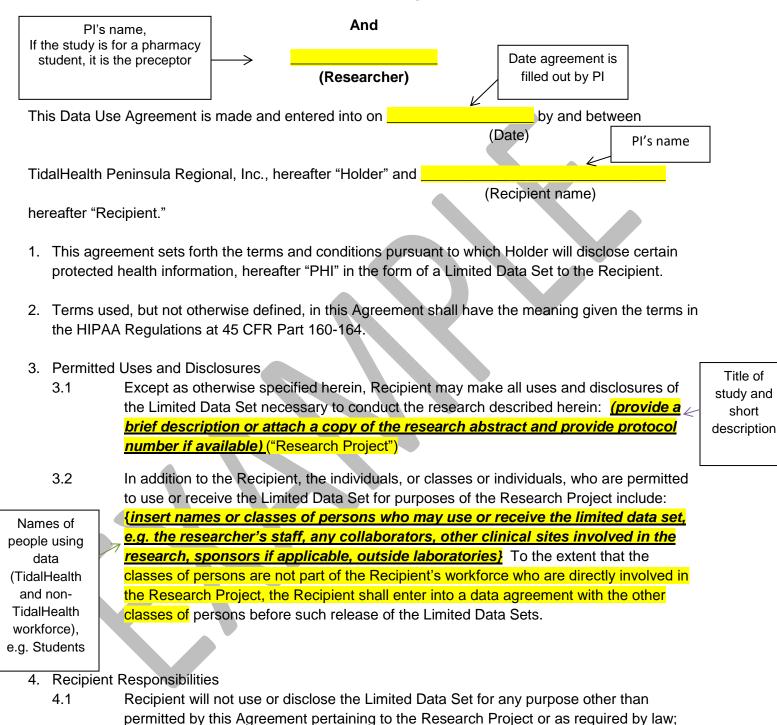
## DATA USE AGREEMENT BETWEEN

## TidalHealth Peninsula Regional, Inc.



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. All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP Code, and their equivalent geographical codes, except for the initial three digits of a ZIP Code if, according to the current publicly available data from the Bureau of the Census:
    - a. The geographic unit formed by combining all ZIP Codes with the same three initial digits contains more than 20,000 people.
    - b. The initial three digits of a ZIP Code for all such geographic units containing 20,000 or fewer people are changed to 000.
  - III. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.
  - IV. Telephone numbers.
  - V. Facsimile numbers.
  - VI. Electronic mail addresses.
  - VII. Social security numbers.
  - VIII. Medical record numbers.
  - IX. Health plan beneficiary numbers.
  - X. Account numbers.
  - XI. Certificate/license numbers.
  - XII. Vehicle identifiers and serial numbers, including license plate numbers.
  - XIII. Device identifiers and serial numbers.
  - XIV. Web universal resource locators (URLs).
  - XV. Internet protocol (IP) address numbers.
  - XVI. Biometric identifiers, including fingerprints and voiceprints.
  - XVII. Full-face photographic images and any comparable images.
  - XVIII. Any other unique identifying number, characteristic, or code, unless otherwise permitted by the Privacy Rule for re-identification.

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

Same date as

above

- 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
Signature:	Signature:
Print Name: Gwyndle R. Kravec	Print Name:
Title: Director/Privacy Officer	Title:
Date:	Date:

Research Office will forward to Director for Signature