**Data Use Agreement**

This **Data Use Agreement** (the “Agreement”) is by and between Adventist HealthCare, Inc. \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Adventist HealthCare”) with its principal place of business in Gaithersburg, Maryland, and \_\_\_\_\_\_\_\_\_\_\_, with its principal place of business in \_\_\_\_\_\_\_\_\_\_ (“User”) and is effective as of \_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”).

**RECITALS**

Congress enacted the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and subsequently the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), which provide protections for individually identifiable health information.

The United States Department of Health and Human Services (“DHHS”) promulgated, pursuant to HIPAA, a “Privacy Rule” governing confidential health information; “Privacy Rule” means the regulations promulgated by DHHS to implement the portions of HIPAA that concern the confidentiality of health information, as amended by the HITECH Act and related regulations, and as may be further amended or otherwise changed from time to time. References to 45 CFR in this Agreement refer to sections within the Privacy Rule. At the date of this Agreement, these include 45 CFR §160 and §164, Subparts A, D and E.

Adventist HealthCare maintains certain information that User wishes to use and /or disclose for research, public health, or health care operations purposes permitted under 45 C.F.R. §164.514(e) of the Privacy Rule.

Prior to releasing any confidential health information to User, the Privacy Rule requires Adventist HealthCare to enter into an agreement under which User agrees to certain restrictions on the use and disclosure of the information.

NOW, THEREFORE, the parties, in consideration of the premises and the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. **Access to Data**. Adventist HealthCare shall provide User with access to certain data that must constitute a “limited data set” as defined by the Privacy Rule (see Attachment A) (the “Limited Data Set”) in accordance with the terms and conditions of this Agreement. Under no circumstances shall Adventist HealthCare be required under this Agreement to provide the User with any information that does not qualify as part of a “limited data set” under 45 C.F.R. §164.514(e).

2. **Authorized Parties**.The below named individual Principal User, Principal Investigator or Primary Responsible Person, and persons under his/her direct supervision (collectively the “Authorized Parties”), are authorized to use the Limited Data Set or any part of it on behalf of User and agree to abide by the terms of this Agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Principal User, Principal

Investigator or Primary Responsible Person

(*If there is more than one Principal User, Principal Investigator or Primary Responsible Person,* *use an attachment to identify that person and obtain his/her signature. The attachment also must be signed by authorized representatives of User and Adventist HealthCare.)*

The Principal User, Principal Investigator or Primary Responsible Person is responsible for seeing that those persons under his/her supervision comply with the terms of this Agreement.

3. **Permitted Use**. User, and any Authorized Party on User's behalf, may use the Limited Data Set only for the following purposes (which shall be limited to research, public health activities, and health care operations as defined in the Privacy Rule) and for no other purpose:

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*Use an attachment to list any additional purposes. The attachment must be signed by authorized representatives of User and Adventist HealthCare.*

4. **Conditions of Use**. User and each Authorized Party agree as follows:

1. Not to use or further disclose the Limited Data Set or any information contained therein other than as permitted by this Agreement or required by applicable law.
2. To use appropriate safeguards to prevent use or disclosure of the Limited Data Set or any information contained therein other than as provided for by this Agreement.
3. To report promptly to Adventist HealthCare, through the Adventist HealthCare Organizational Integrity Office, any access, use or disclosure of the Limited Data Set or any part of it not provided for by this Agreement of which User or any Authorized Party becomes aware.
4. To ensure that any agents, including subcontractors, to whom User or an Authorized Party provides the Limited Data Set or any part of it agree to the same restrictions and conditions that apply to the User and Authorized Parties under this Agreement.
5. Not to use the information contained in the Limited Data Set to identify the individuals whose information is contained in the Limited Data Set, nor to contact them under any circumstances.
6. Promptly following the end of the permitted use (as defined in Section 3 above), to return all copies of the Limited Data Set to Adventist HealthCare or destroy them and certify to the destruction; or, if User represents and Adventist HealthCare agrees that neither return nor destruction is feasible, to continue to extend the protections of this Agreement to the Limited Data Set.

5. **Reliance**. User and each Authorized Party acknowledge and agree that Adventist HealthCare has relied upon the promises and covenants made in this Agreement and in disclosing the Limited Data Set hereunder.

6. **Relief**. User and each Authorized Party agree that the breach or threatened breach of this Agreement may cause irreparable harm to Adventist HealthCare and/or individuals, that Adventist HealthCare may not have an adequate remedy at law, and that Adventist HealthCare shall therefore be entitled to injunctive or other equitable relief to enforce this Agreement without obligation to post a bond. In the event Adventist HealthCare becomes aware of any use of the Limited Data Set or any part of it that is not authorized under this Agreement or required by applicable law, Adventist HealthCare may (i) terminate this Agreement upon notice; (ii) disqualify (in whole or in part) the User and/or any Authorized Parties from receiving protected health information in the future; and/or (iii) report the inappropriate use or disclosure to the Secretary of the Department of Health and Human Services. Further sanctions may apply to the User and/or Authorized Parties under 45 C.F.R. parts 160 and 164.

7. **Obligations Following Termination**. Upon expiration or termination of this Agreement for any reason, User and all Authorized Parties shall no longer be entitled to receive or use information contained in the Limited Data Set.

8. **Expiration of Agreement**. Except as otherwise provided in Section 4.f. above, this Agreement shall expire thirty days following satisfaction of the requirements of Section 4.f. above.

9. **Construction and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of laws provisions which would serve to defeat application of Maryland substantive law).

Each of the parties hereto submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder.

10. **No Assignment**. This Agreement may not be assigned by User or any Authorized Party without the prior written consent of Adventist HealthCare.

WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

**COVERED ENTITY RECIPIENT**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment A:

**DEFINITION OF “LIMITED DATA SET”**

**Limited data set** means Protected Health Information that excludes the following direct identifiers of the patient or of relatives, employers, or household members of the patient:

1. Names;
2. Postal address information, other than town or city, State, and zip code;
3. Telephone numbers;
4. Fax numbers;
5. Electronic mail addresses;
6. Social security numbers;
7. Medical record numbers;
8. Health plan beneficiary numbers;
9. Account numbers;
10. Certificate/license numbers;
11. Vehicle identifiers and serial numbers, including license plate numbers;
12. Device identifiers and serial numbers;
13. Web Universal Resource Locators (URLs);
14. Internet Protocol (IP) address numbers;
15. Biometric identifiers, including finger and voice prints;
16. Full face photographic images and any comparable images; and
17. Any other unique identifying number, characteristic, or code except as specifically permitted by HIPAA.