

## DATA USE AGREEMENT

This Agreement is entered into by and between the **Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver ("University")** and the Recipient ("**Recipient**") named on Schedule 1 (attached hereto and by this reference incorporated herein) as of the Effective Date noted on **Schedule 1**.

- A. University is providing certain Protected Health Information ("PHI") to Recipient in the form of a Limited Data Set for the purpose(s) identified in paragraphs 4 and 5 of **Schedule 1**.
- B. In connection with the provision of that PHI, pursuant to the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto (collectively "HIPAA"), University is required to obtain assurances from Recipient that Recipient will only use or disclose PHI as permitted herein.
- C. The parties enter into this Agreement as a condition to University's furnishing the Limited Data Set to Recipient, and as a means of Recipient's providing assurances about use and disclosure. The provisions of this Agreement are intended to meet the Date Use Agreement requirements of HIPAA.

**NOW THEREFORE, the parties agree as follows:**

- 1. **Definitions.** Each capitalized term used in this Agreement and not otherwise defined, shall have the meaning given it in HIPAA.
- 2. **Term.** This Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 4 below.
- 3. **Recipient's Obligations.** Recipient shall:
  - a. Comply with all applicable federal and state laws and regulations relating to the maintenance of the PHI, the safeguarding of the confidentiality of the PHI, and the use and disclosure of the PHI.
  - b. Use and disclose the PHI only for the purpose(s) identified in paragraph 4 and 5 of **Schedule 1**, as otherwise required by law, and for no other purpose.
  - c. Use appropriate safeguards to prevent the use and disclosure of the PHI, other than for a use or disclosure expressly permitted by this Agreement.
  - d. Immediately report to University any use or disclosure of the PHI other than as expressly allowed by this Agreement.
  - e. Ensure that its employees and representatives comply with the terms and conditions of this Agreement, and ensure that its agents, Business Associates and subcontractors to whom Recipient provides the PHI agree to comply with the same restrictions and conditions that apply to Recipient hereunder.
  - f. Not identify or attempt to identify the information contained in the Limited Data Set, nor contact any of the individuals whose information is contained in the Limited Data Set.
  - g. Not request use, or disclose more PHI than the minimum amount necessary to allow Recipient to perform its functions pursuant to the purpose identified in **Schedule 1**.
  - h. Indemnify, defend and hold University harmless from all costs and expenses (including attorney fees) that relate to a breach of Recipient's obligations.
- 4. **Termination.** University may terminate this Agreement and any disclosures of PHI pursuant hereto, upon 10 days notice to Recipient, if Recipient violates or breaches any material term or condition of this Agreement. University may terminate this Agreement without cause upon 30 days written notice. Upon termination, Recipient shall promptly return or destroy the Limited Data Set received from University in connection with the purpose identified on **Schedule 1**. If return or destruction of the Limited Data Set is not feasible, Recipient shall continue the protections required under this Agreement for the Limited Data Set consistent with the requirements of this Agreement and applicable HIPAA privacy standards. If Recipient ceases to do business

or otherwise terminates its relationship with University, Recipient agrees to promptly return or destroy all information contained in the Limited Data Set received from University in a timely manner.

**5. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any claim, action or suit, whether state or federal, between Recipient and University shall be Denver County, Colorado.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date.

**University of Colorado:**

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

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

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

**Recipient:**

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

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

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

## Schedule 1

1. Effective Date: \_\_\_\_\_
2. Name of University Person/Department Releasing the Limited Data Set: \_\_\_\_\_
3. Name of Recipient of the Limited Data Set: \_\_\_\_\_
4. Purpose of Limited Data Set Disclosure:

- Research Study
  - Title: \_\_\_\_\_
  - Principal Investigator: \_\_\_\_\_
  - IRB #: \_\_\_\_\_
  - Sponsor: \_\_\_\_\_
- Public Health
- Health Care Operations (i.e., Quality improvement, teaching, accreditation, the development of clinical guidelines.)

5. The recipient of the LDS listed in #2 is permitted to use and disclose the LDS for the following purpose(s):

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