

**UCLA HEALTH DISCOVERY DATA REPOSITORY (“DDR”)
INTERNAL DATA USE AGREEMENT**

This Data Use Agreement ("Agreement") is entered into by and between The Regents of the University of California, on behalf of its UC Los Angeles Health System ("Covered Entity") and you, a UCLA faculty member, employee, student or volunteer ("Data User") who wishes to use the UCLA Health Discovery Data Repository ("DDR"). This Agreement shall be effective as of the date ("Effective Date") Data User signs the UCLA Health Discovery Data Repository Access Agreement ("DDR Agreement").

1. **Definitions.** The parties agree that the following terms when used in this Agreement shall have the following meanings and that the terms set forth below shall be deemed to be modified to reflect any changes made hereafter to such terms by law or regulation.
 - a. *"HIPAA"* means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - b. *"HIPAA Regulations"* means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.
 - c. *"Protected Health Information" or "PHI"* means individually identifiable health information, except that Protected Health Information excludes individually identifiable health information in education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g, records described at 20 U.S.C. §1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.

2. Obligations of Covered Entity.

Limited Data Set. Covered Entity agrees to share the Protected Health Information contained in DDR (the "**Limited Data Set**") with Data User. Such Limited Data Set shall not contain any of the following identifiers of the individual(s) who is(are) the subject(s) of the Protected Health Information, or of relatives, employers or household members of the individual(s): names; postal address information, other than town or city, state and zip code; telephone numbers; fax numbers; electronic mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

3. Obligations of Data User.

- a. *Performance of Activities.* Data User may use and disclose the Limited Data Set received from Covered Entity only in connection with the performance of the research activities, public health activities and/or health care operations specified in the DDR Agreement.
- b. *Minimum Necessary.* Data User shall limit the use or disclosure of the Limited Data Set to the minimum necessary to accomplish the activities described in the DDR Agreement, and not use or disclose information contained in the Limited Data Set if that information is not necessary to perform the activities described in the DDR Agreement.
- c. *Assurances of Data User's Non-Employee Agents.* Data User shall not disclose the Limited Data Set to any individual who is not affiliated with Covered Entity, including non-employee agents and subcontractors of Data User, except with the express prior written consent of Covered Entity. Access to the Limited Data Set by individuals who are not affiliated with Covered Entity requires the execution of a separate Data Use Agreement between Covered Entity and the third party, which can be obtained by emailing a request to CompOffice@mednet.ucla.edu.

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Data User shall ensure that any individuals who are not affiliated with UCLA, including non-employee agents and subcontractors, to whom it provides the Limited Data Set sign the above-referenced separate Data Use Agreement without modification.

- d. *Nondisclosure Except As Provided In Agreement.* Data User shall not use or further disclose the Limited Data Set except as permitted or required by this Agreement or as otherwise required by law.
- e. *Safeguards.* Data User shall use appropriate safeguards to prevent use or disclosure of the Limited Data Set, as required by University of California, UCLA and UCLA Health Policies.
- f. *Reporting.* Data User shall report to Covered Entity (privacy@mednet.ucla.edu) within one (1) business day of Data User becoming aware of any use or disclosure of the Limited Data Set in violation of this Agreement or applicable law.
- g. *Identification and Contacting of Individuals.* Data User shall not identify the information or contact the individuals included in the Limited Data Set.

4. Term, Termination and Reporting.

- a. *Term.* This Agreement shall be effective as of the Effective Date and shall continue until terminated by Covered Entity in accordance with the provisions of this Section 4. All of Data User's confidentiality obligations herein shall survive the expiration or termination of this Agreement indefinitely.
- b. *Covered Entity's Rights of Access and Inspection.* From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Data User has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Data User to monitor compliance with this Agreement.. The parties' respective rights and obligations under this Section 4.b. shall survive termination of the Agreement.
- c. *Termination.* Covered Entity may terminate this Agreement:
 - i. immediately if Data User is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;
 - ii. immediately if a finding or stipulation that Data User has violated any standard or requirement of HIPAA, the HIPAA Regulations, or any other security or privacy laws is made in any administrative or civil proceeding in which Data User has been joined;
 - iii. immediately if Covered Entity determines that Data User has breached or violated a material term of this Agreement;
 - iv. immediately if Covered Entity determines that Data User no longer has a work-related need to access DDR;
 - v. immediately if it is in the best interest of Covered Entity, as deemed by Covered Entity in its sole discretion to do so; or
 - vi. pursuant to Section 5.b. of this Agreement.
- d. *Reporting to United States Department of Health and Human Services.* In the event of a material breach or violation of this Agreement, Data User shall cooperate with Covered Entity to cure the breach or end the violation. If Covered Entity determines that the breach or violation is not curable, Covered Entity reserves the right to report Data User's breach or violation as permitted

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or required by applicable law, including, but not limited to, to the Secretary of the United States Department of Health and Human Services. Data User agrees that it shall not have or make any claim(s), whether at law, in equity, or under this Agreement, against Covered Entity with respect to such report(s).

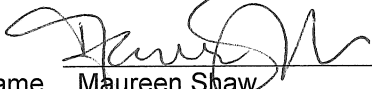
- e. *Disposition of Records.* Upon termination of this Agreement for any reason, including, but not limited to, Data User's decision to cease use of the Limited Data Set, Data User agrees to promptly return or, at the option of Covered Entity, destroy all Limited Data Set data, including copies and derivative versions.

5. Miscellaneous Terms.

- a. *Governing Law.* This Agreement shall be governed by and construed in accordance with applicable federal and California laws.
- b. *Amendment.* This Agreement or any part of it may be amended only by the mutual written consent of the parties unless otherwise provided in this Agreement. Covered Entity and Data User agree that amendment of this Agreement may be required to ensure that Covered Entity and Data User comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI or the Limited Data Set. Covered Entity may terminate this Agreement upon ten (10) days' written notice in the event that Data User does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.
- c. *No Third-Party Beneficiaries.* This Agreement is not intended and shall not be construed to create any rights for any third party.
- d. *Order of Precedence.* To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties with respect to use of the Limited Data Set provided hereunder, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below and in the DDR Agreement.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS UC LOS ANGELES HEALTH SYSTEM **DATA USER**

Signature: 
Printed Name: Maureen Shaw
Title: Chief Privacy Officer
Date: _____

See the UCLA Health DDR Agreement signed by Data User