New York Hospital Queens Theresa & Eugene M. Lang Center for Research & Education Data Use Agreement

This Data Use Agreement ("DUA") is effective on the **[INSERT Effective Date]** by and between New York Hospital Queens (hereinafter "Covered Entity"), located at 56-45 Main Street, Flushing, NY 11355 and **[INSERT Recipient's Name]** located at **[INSERT Recipient's Address]** (hereinafter "Recipient").

Covered Entity is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). Covered Entity is providing Recipient with a Limited Data Set of Protected Health Information ("PHI") as defined in 45 CFR sec. 164.514(e)(2).

This Agreement sets forth the terms and conditions under which Covered Entity will disclose the Limited Data Set to Recipient. Except as otherwise defined herein, any and all capitalized terms in this DUA shall have the definitions set forth in HIPAA. In the event of any inconsistency between the provisions of this DUA and mandatory provisions of HIPAA, as amended, the HIPAA provisions shall control.

- 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: **[INSERT Protocol Title]**
- 2. In addition to Recipient, the following individuals, or classes of individuals, are permitted to use or receive the Limited Data Set for purposes of the research project: **[INSERT NAMES]**
- 3. Recipient agrees that it, and any employees, agents and subcontractors to whom it discloses the PHI, will not use or further disclose the PHI other than as permitted by this DUA or as otherwise required by law or regulation.
- 4. Recipient agrees to use appropriate safeguards to protect the PHI from misuse or inappropriate disclosure and to prevent use or disclosure of the Limited Data Set other than as provided for by this DUA or as otherwise required by law or regulation.
- 5. Recipient agrees to report to Covered Entity any use or disclosure of the Limited Data Set not provided for by this DUA, of which he or she becomes aware. Recipient will take reasonable steps to limit any such further use or disclosure.
- 6. Recipient agrees to ensure that any agent, including a subcontractor, to whom he or she provides the Limited Data Set, agrees to the same restrictions and conditions that apply through this DUA, with respect to such information.
- 7. Recipient shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.
- 8. This DUA shall be effective on the Effective Date set forth above and shall continue as long as Recipient (or any agent or subcontractor of Recipient) retains the data, unless otherwise terminated by applicable law or regulation. Recipient may terminate this Agreement by returning or destroying the PHI and providing written notice thereof to Covered Entity. Should Recipient commit a material breach of this Agreement, which is not cured within thirty (30) days after Recipient receives notice of such breach from Covered Entity, then Covered Entity shall discontinue disclosure of PHI and if deemed appropriate by Covered Entity, report the breach to the Secretary of Department of Health and Human Services.

New York Hospital Medical Center of Queens	[INSERT Data Recipient]
Print Name:	Print Name:
Signature:	Signature:
Title:	Title: