

## DATA USE AGREEMENT

This **DATA USE AGREEMENT** (this “**Agreement**”) is made by and between **WESTERN CLINICAL ALLIANCE, LLC** (“**WCA**”) and \_\_\_\_\_, (“**Data Recipient**”) and is effective as of \_\_\_\_\_, \_\_\_, 20\_\_ (“**Effective Date**”).

### RECITALS

**WHEREAS**, WCA and Data Recipient are parties to a Clinical Integration Network Participating Provider Agreement (“**Provider Agreement**”). As part of that Clinically Integrated Network (“**CIN**”), WCA may disclose or make available to Data Recipient certain information; and

**WHEREAS**, the purpose of this Agreement is to satisfy the obligations of WCA under Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and to ensure the integrity and confidentiality of the information disclosed or made available to Data Recipient as a result of participation in the CIN (hereinafter “**Data**”). Data Recipient agrees to limit its use of and protect any Data or Limited Data Set (LDS) in accordance with the terms of this Agreement and HIPAA, as follows:

### AGREEMENT

#### I. GENERAL PROVISIONS

**Section 1.1. Definitions.** Unless otherwise specified, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “**HIPAA Regulations**” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations.

**Section 1.2. Independent Contractor.** WCA and Data Recipient acknowledge and agree that Data Recipient is at all times acting as independent contractor of WCA under this Agreement.

**Section 1.3. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Nevada with venue in Washoe County, Nevada.

#### II. OBLIGATIONS OF WCA

Data Recipient may have access to Data that is proprietary to the CIN, primarily through a Data Access Link, which will be provided to Data Recipient. WCA may also furnish to Data Recipient the LDS in accord with HIPAA. Data will not include any of the prohibited identifiers under HIPAA.

#### III. OBLIGATIONS OF DATA RECIPIENT

**Section 3.1. Authorized Uses of the LDS.** Data Recipient may solely use the Data or LDS for the purposes of the CIN, which joins together health system employed and private practice physicians, across the community and in collaboration other care providers, into a single comprehensive care delivery network, with a shared, common set of goals focused on increasing value by improving outcomes and better managing the total cost of care for patients.

**Section 3.2. Responsibilities of Data Recipient:** Data Recipient agrees to:

(a) Use or disclose the Data or LDS only as permitted by this Agreement or as required by law;

- (b) Use appropriate safeguards to prevent use or disclosure of the Data or LDS other than as permitted by this Agreement or required by law;
- (c) Report to WCA no later than five business days, any use or disclosure of the Data or LDS that is not permitted by this Agreement or required by law, including the presence of prohibited identifiers in the LDS;
- (d) Require any of its employees or agents that receive or have access to the Data or LDS to agree to the same restrictions and conditions on the use and/or disclosure of the Data or LDS that apply to the Data Recipient under this Agreement;
- (e) Not use the information in the LDS to identify or contact the individuals who are data subjects; and
- (f) Limit access to the Data or LDS covered by this Agreement to the minimum amount of data and minimum number of individuals necessary. Data Recipient shall immediately notify WCA of any changes to the employees or agents granted access to the Data or LDS on behalf of Data Recipient, including terminations or other changes in status.

**Section 3.3. Mitigation.** Data Recipient shall take reasonable steps to mitigate any harmful effect of a use or disclosure of Protected Health Information in violation of this Agreement or HIPAA.

**Section 3.4. Indemnification.** Data Recipient shall indemnify, defend, and hold harmless WCA for Data Recipient's or its employees or agents negligence or any breach of obligations under this Agreement, including all damages, losses, costs and expenses (including attorney fees).

**Section 3.5. Ownership.** The parties mutually agree that WCA retains all ownership rights to the Data or LDS, and that Data Recipient does not obtain any right, title, or interest in the same.

**IV. TERMINATION OF AGREEMENT**

**Section 4.1. Termination Upon Breach of this Agreement.** WCA may terminate this Agreement upon 30 days written notice to Data Recipient. This Agreement shall immediately terminate if the Provider Agreement between the Parties terminates or expires.

**Section 4.2. Return or Destruction of Protected Health Information upon Termination.** Upon expiration or earlier termination of this Agreement, Data Recipient shall return or destroy the Data and LDS received from WCA and which Data Recipient still maintains in any form. Notwithstanding the foregoing, to the extent that WCA reasonably determines that it is not feasible to return or destroy the Data or LDS, the terms and provisions of this Agreement shall survive termination.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first set forth above.

<b>WESTERN CLINICAL ALLIANCE, LLC</b>	<b>DATA RECIPIENT</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____