

## DATA USE AGREEMENT FOR NONPUBLIC PATIENT LEVEL DATA REQUESTED PURSUANT TO HEALTH AND SAFETY CODE SECTION 128766

It is the policy of the Office of Statewide Health Planning and Development (OSHPD) to protect the patient's rights of confidentiality as stated in Sections 128735 and 128766 of the Health and Safety Code.

*Name of facility* will only use or disclose the patient level records for the specific limited purposes and in the ways described in the signed request with a revised date (*date request was last revised*) for *Request #*, which is hereby incorporated into this Agreement. *Name of facility* is bound by all statements made in the request. Only those persons identified in the request will be permitted to use or receive the data. *Name of facility* acknowledges that the nonpublic patient level data being provided by OSHPD are personal health information as defined under HIPAA.

As the recipient of nonpublic patient level health information from OSHPD, *Name of facility* agrees that it will:

- Not use or further disclose the information other than as permitted by this Agreement;
- Use appropriate safeguards to prevent use or disclosure of the information other than is provided for by this Agreement. This includes taking measures commensurate with OSHPD's "Recommended Practices for Safeguarding Access to Confidential Data" which is attached to this Agreement;
- Report to OSHPD any use or disclosure of the information not provided for in this Agreement of which it becomes aware;
- Notify OSHPD within 48 hours of the discovery of any breach of security involving the nonpublic data;
- Ensure that any agents, including contractors and subcontractors, to whom it provides any of the data agree to the same restrictions and conditions that apply to *Name of facility*; AND
- Not identify the information or contact the individuals to whom the data pertains.

Any violation of this agreement by *Name of facility* will be subject to appropriate legal action by the State of California. *Name of facility* agrees to indemnify, defend, and hold harmless OSHPD from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement.

\_\_\_\_\_  
*Requestor (Signature)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Requestor (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Organization*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Telephone number*

\_\_\_\_\_  
*City, State, Zip*

**Request Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Requester Name & Title:** \_\_\_\_\_