SOLICITATION #:

2017000265

Appendix LL
Data Use Agreement

Data Use Agreement
Mandatory for Limited Data Set Requests

This Data Use Agreement ("DUA") is effective on the ___[th] day of _____, 2017, by and between the Colorado Department Health Care Policy and Financing ("Covered Entity"), and _____ ("Data Recipient").

This Agreement sets forth the terms and conditions pursuant to which Covered Entity will disclose certain protected health information (PHI) to the Data Recipient for purposes of the request described herein.

The purpose of this agreement is to provide a Limited Data Set (LDS) to the potential offerors for RFPUHAA 2017000xxx in order to assist the Covered Entity in procuring new Accountable Care CollaborativeContractors, directly related to the Covered Entity's health care coordination operations.

Covered Entity Obligations:

Covered Entity will agree to provide the following information to the Data Recipient in the format as indicated below:

- Claims and encounter data will be provided as pipe delimited text files.
- Summary data files and documentation will be provided in excel workbooks.

Data will be transferred using a secure MoveIT data connection.

Data will consist of the items described in Appendix HH of the RFP.

Data Recipient's Obligations:

a. *Uses and disclosures as provided in this agreement*. Data Recipient may use and disclose the confidential information provided by Covered Entity only for the activity described above. Only the individuals or classes of individuals listed in the Data Access Request will have access to the data.

b. *Nondisclosure Except as Provided in this Agreement.* Data Recipient shall not use or further disclose the confidential data except as per this Agreement and in response to a subpoena or subpoena duces tecum, once court-ordered to disclose the information pursuant to 45 C.F.R. 164.512(a); and to fulfill obligations under C.R.S §42-4-1301.3(3) and (4).

c. *Follow-Back.* Data Recipient may not contact the subject of the information, next-of-kin, the physician, other provider, or any other relative or interested party.

d. *Safeguards.* Data Recipient agrees to take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

1) Ensure that all storage and transfer of data comply with both HIPAA requirements and security best practices.
2) Ensure that no identifying information will be transmitted through unsecured telecommunications, including the unsecured Internet connections.
3) Ensuring that PHI is encrypted using a FIPS 140-2 compliant algorithm if it is transported across a public network such as the Internet.
4) Ensuring that PHI is encrypted if it is stored on or accessed from any portable media or device, including, but not limited to, laptops, CDs/DVDs, USB drives, tablets or smartphones/PDAs.
5) Restricting access to any PHI stored on a network such that only individuals directly associated with project and who are aware of this Agreement have access to the data.
6) Maintaining appropriate anti-virus protection on all systems handling or accessing data.
7) Following all record retention policies and **immediately** destroying all copies of data on the due date of the RFP, which is June 30, 2017, per any applicable regulatory requirements.
8) Data Recipient shall notify the Covered Entity in writing within twenty-four (24) hours of destroying the data, affirming that Data Recipient has destroyed all copies of the Data existing on any of Data Recipient's systems.

e. *Confidentiality Agreements.* Data Recipient will ensure that all persons who have access to the confidential information are included in the Data Access Request, and that all such persons have signed a confidentiality agreement. This includes, but is not limited to all interns, sub-contractors, staff, other workforce members, and consultants. Copies of the signed confidentiality agreements shall be maintained on file and be available for review by Covered Entity if requested.

f. *Reporting.* Data Recipient shall report to Covered Entity within 48 hours of Data User/Contractor becoming aware of any use or disclosure of the confidential information in violation of this Agreement or applicable law.

g. *Public Release.* No confidential information will be publicly released.

h. *Minimum Necessary.* Data Recipient attests that only the minimum necessary individuals will have access to the confidential information in order to perform the work.

i. *Data Ownership.* Covered Entity is the data owner. The Data Recipient does not obtain any right, title, or interest in any of the data furnished by Covered Entity**.**

j. *Publication/release requirements.* No PHI (Protected Health Information) Data will be published**.**

k. *Subcontractors.* Data Recipient agrees to ensure that any partner or agent, including a subcontractor, to whom it provides the PHI, agrees to the same restrictions and conditions that apply through this Agreement to the Data Recipient with respect to such information.

l. *Additional terms.*
None

m. *Signatures*

The below signatories affirm that they have the authority to bind the parties, and will comply with all terms of this agreement.

Signed by Covered Entity: _____Date:_____

        [Name]
        [Title]
        [Division]

Signed by the Data Recipient: _____ Date: _____

        [Name]
        [Title]
        [Organization]