

DATA USE AGREEMENT

This Data Use Agreement ("Agreement") effective as of _____, 2025 ("Effective Date"), is entered into by and between **Lakeland Regional Health Systems, Inc.**, on behalf of itself and its wholly owned subsidiary, **Lakeland Regional Medical Center, Inc.** (collectively, "LRH") and _____ ("Covered Entity").

1) Purpose and Scope

Covered Entity and LRH wishes to disclose and/or receive and use, certain data for the research study entitled "_____" (the "Study"). The data shared under this Agreement ("Data") may include:

- Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA");
- Limited Data Sets ("LDS"), as defined at 45 C.F.R. § 164.514(e)(2); or
- De-Identified Data, as defined at 45 C.F.R. § 164.514(b).

The Parties wish to ensure that any Data is used and protected in compliance with HIPAA, other applicable federal/state laws, and the terms of this Agreement.

2) Definitions

All capitalized terms not otherwise defined in this Agreement have the meanings set forth in HIPAA (45 C.F.R. Parts 160, 162, and 164).

- A. Data: Any information (whether in paper, electronic, or other form) disclosed by Covered Entity to LRH for the Study, including PHI, a Limited Data Set, or De-Identified Data.
- B. Protected Health Information ("PHI"): Individually identifiable health information transmitted or maintained in any form or medium, as defined by 45 C.F.R. § 160.103.
- C. Limited Data Set ("LDS"): PHI from which certain direct identifiers have been removed, as defined by 45 C.F.R. § 164.514(e)(2).
- D. De-Identified Data: Information that does not identify an individual and where there is no reasonable basis to believe that the information can be used to identify an individual, as defined by 45 C.F.R. § 164.514(b).

3) Permitted Uses and Disclosures

A. If the Data is PHI or a Limited Data Set:

- i. Covered Entity and LRH shall use or disclose the Data only for purposes of the Study, consistent with any applicable Institutional Review Board ("IRB") approval, and only as permitted by this Agreement or required by law.
- ii. Covered Entity and LRH will not use the Data to contact, attempt to contact, or identify (if the Data is an LDS) any individual whose information is contained in the Data; unless explicitly permitted in writing by LRH and Covered Entity or as otherwise permitted by law.

B. If the Data Is De-Identified:

- i. Covered Entity and LRH shall use the De-Identified Data for research activities pertaining to the Study or other purposes, if so agreed.
- ii. Covered Entity and LRH agrees that it shall not attempt to re-identify or contact any individuals who may be the subject of the De-Identified Data.

4) Responsibilities of Covered Entity and LRH. Covered Entity and LRH agrees to:

- A. Use or disclose the Data only as permitted by this Agreement or as required by law;
 - (ii) Use appropriate safeguards to prevent use or disclosure of the Data other than as permitted by this Agreement or required by law and to the same level of protection or higher as LRH protects its own data;
 - (iii) Report to LRH any use or disclosure of the Data of which it becomes aware that is not permitted by this Agreement or required by law; and
 - (iv) Require any of its subcontractors or agents that receive or have access to the Data to agree to the same restrictions and conditions on the use and/or disclosure of the Data that applies to LRH under this Agreement.

5) **Permitted Uses and Disclosures of the DATA.** Covered Entity and LRH may use and/or disclose the Data for its research activities only for the Study as stated above.

6) **Term and Termination.**

- A. The term of this Agreement shall commence as of the Effective Date and shall continue for so long as Covered Entity or LRH retains the Data, unless earlier terminated as set forth in this Agreement.
- B. Covered Entity or LRH may terminate this Agreement thirty (30) days' prior written notice to the other party if there is a material breach of this Agreement, which is not cured within thirty (30) days after receipt of such notice.
- C. LRH may terminate this agreement at any time by providing written notice to Covered Entity of termination of this Agreement and returning or destroying/purging the Data, unless it is required by law for LRH to retain the data.
- D. Covered Entity or LRH shall provide notice to the other party within seventy-two (72) hours of any determination that its employees, agents or contractors have breached a material term of this Agreement.

7) **Notice.**

Any notice required or authorized under this Agreement shall be in writing and shall be deemed given when sent by United States certified mail, postage prepaid, return receipt requested, or by hand delivery addressed as follows:

To LRH: Lakeland Regional Health Systems, Inc.
 1324 Lakeland Hills Blvd.
 Post Office Box 95448
 Lakeland, Florida 33804
 Attention: Executive Vice President,
 Chief Financial Office

With a Copy To: Lakeland Regional Health Systems, Inc.
 1324 Lakeland Hills Blvd.
 Post Office Box 95448
 Lakeland, Florida 33804
 Attention: General Counsel/Chief Legal Officer

To Covered Entity: _____

 Attn: _____

8) **Liability.** Nothing contained in this Agreement shall be construed as an assumption of one party of any liability incurred by the other party arising out of that party's act or omission. Each party shall be solely responsible for its own acts and omissions and for the quality of services it renders and it shall not be responsible for the acts or omissions of the other party.

9) **Rights of Third Parties.** This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or implied, to benefit or create any rights or interests for any person or entity other than LRH and Covered Entity. Without limiting the generality of the foregoing, no rights are intended to be created for any patient, or of any parent, guardian, next-of-kin, personal or other legal representative of any patient, nor is it intended that any provision in this Agreement be used by any such person or entity to impose any obligations, duty or standard of care or practice different from or in addition to whatever obligations, duties or standards that may exist separate and apart from this Agreement.

- 10) Compliance.** The failure of either party to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of the right to insist on strict compliance with such terms on future occasions.
- 11) Assignment.** This Agreement shall not be assigned in whole or in part by either party hereto without the express prior written consent of the other party.
- 12) Governing Law.** This Agreement shall be controlled, interpreted, and construed in accordance with the laws of the State of Florida.
- 13) Venue.** The parties agree that the proper, exclusive, and convenient venue for any legal action instituted in accordance with the provisions of this Agreement shall be Polk County, Florida.
- 14) Title or Captions.** The paragraph titles or captions contained in this Agreement are for the convenience of the parties only and do not in any way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.
- 15) Draftsmanship.** The fact that one of the parties may have drafted or structured any provision of this Agreement or any document attached as an exhibit hereto shall not be considered in construing the particular provision or document either in favor of or against such party.
- 16) Counterparts.** The parties hereto may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the parties hereto, shall have the force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.
- 17) Amendment.** This Agreement may be modified or amended only by the mutual written agreement of the parties. Any such modification or amendment shall be signed by the parties and shall be attached to and become part of this Agreement.
- 18) Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, contracts, representations, statements, negotiations, understandings, proposals, and undertaking with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**LAKELAND REGIONAL HEALTH
SYSTEMS, INC.**

By: _____
Lance Green
Executive Vice President,
Chief Financial Officer

By: _____
Print Name: _____
Print Title: _____