

DATA USE AGREEMENT

THIS DATA USE AGREEMENT (the "Agreement") is entered into effective the _____ day of _____, 2007 (the "Effective Date"), by and between _____ ("Practice") and the University of Washington ("UW").

RECITALS

A. Practice is a licensed health care provider in _____, New York, which provides care to its patients ("Patients") and as part of such service, Practice possesses certain clinical and medical records data pertaining to its Patients.

B. UW is a nonprofit organization that is conducting a federally funded study to examine the effectiveness of a program to improve asthma care processes at the practice level.

C. Practice has expressed a desire to participate in the UW research study, and specifically, Practice is willing to provide to UW de-identified medical records data that will facilitate measurement of the effectiveness of the asthma care improvement program.

D. UW is willing to accept Practice's de-identified medical records data. UW acknowledges and agrees that all data received from Practice will be used by UW and all of its agents and employees solely for the purposes of research to promote and improve public health.

E. All Confidential Data (as such term is defined in Section 1 below) provided by Practice to UW pursuant to this Agreement will be a "limited data set" as such term is defined at 45 C.F.R. Section 164.514(e)(2).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Practice and UW agree as follows:

1. Confidential Data. Practice agrees to deliver to UW on a one time basis, at a time that UW and Practice mutually agree upon, certain medical records data (see Exhibit A) relating to Patients, who currently receive care at Practice. For purposes of this Agreement, this information shall be known as the "Confidential Data." All Confidential Data shall qualify as a "limited data set" as such term is defined at 45 C.F.R. Section 164.514(e)(2). The term "Confidential Data" shall exclude such information which, (i) UW can demonstrate was known to it prior to the receipt of, or grant of access to, the Confidential Data; (ii) is or lawfully becomes generally available to the public; or (iii) is lawfully acquired from third parties who have a right to disclose such information. The Confidential Data shall be used for the sole purpose of enabling UW to perform data analysis for their asthma care improvement evaluation study. All data will be chosen so as to limit any potential identification of individuals through comparison with demographic or other publicly available data. UW acknowledges that the medical records data relating to Patients is confidential and that Practice shall provide the Confidential Data to UW subject to the confidentiality and non-disclosure obligations set forth in Section 2 below.

2. Confidentiality and Non-Disclosure Obligations. Practice and UW acknowledge and agree that Practice shall deliver the Confidential Data to UW subject to the following conditions:

(a) UW shall have access to and use of the Confidential Data solely in connection with the asthma care improvement evaluation study, as necessary, and for no other purpose.

(b) UW shall keep the Confidential Data in strict confidence and shall limit access to the Confidential Data to only those persons who shall be engaged in using the Confidential Data for the purpose of conducting the data analysis for the asthma care improvement evaluation study, are informed of the confidential nature of the Confidential Data, agree to be bound by the terms of this Agreement, and agree not to use or further disclose the Confidential Data other than as permitted by this Agreement or as otherwise required by law. UW shall take all steps necessary to ensure that no unauthorized persons or entities shall have access to the Confidential Data from or through UW.

(c) UW shall not at any time disclose, transfer, publish, provide or disseminate the Confidential Data to any other person or entity, and shall not examine, utilize, reproduce, or make copies of the Confidential Data other than for the limited purpose set forth above, or utilize for its own benefit or for the benefit of any third party such Confidential Data except for the limited purpose set forth above. Further, to the extent that UW discloses or disseminates any Confidential Data as part of the study, UW shall ensure that such disclosure is made in a manner so that the Confidential Data cannot be associated with or be identified as having been furnished by Practice.

(d) The results of UW's data analysis, as reproduced or published in any report, analysis, interpretation, manuscript or other oral or written material derived from the data analysis which is prepared, produced, published or disseminated by UW shall not identify any Patient or reveal any Patient-identifiable health care information that would indicate directly or indirectly to any third party that any particular Patient is receiving or has received any health care services from a Practice provider and shall be presented in aggregate or statistical form only. Neither UW nor any of its employees will knowingly or intentionally contact any Patient in connection with this research study.

3. Proprietary Rights. The parties acknowledge and agree that any reports, data summaries, analysis, interpretation, manuscripts, or other oral or written material derived from, or prepared by UW in connection with the data analysis for the asthma care improvement evaluation study shall be the exclusive property of UW unless otherwise agreed to by UW in writing.

4. Use of Practice Name. UW shall not use Practice's name in connection with any practice-specific results from the data analysis for the asthma care improvement evaluation study in any report, presentation, or publication for dissemination. Should UW be required to disclose practice-specific results in conjunction with Practice's name or otherwise disclose Confidential Data by court order, subpoena, or the order of a governmental agency, UW shall promptly notify Practice so as to permit Practice to exercise whatever remedies may be available to it to preserve

the confidentiality of its role in connection with the asthma care improvement evaluation study or the confidentiality of the Confidential Data, whichever is applicable.

5. Publication of Data Analysis. UW may disseminate or publish the results of the data analysis for the asthma program evaluation study provided that such dissemination or publication does not constitute a violation of the confidentiality obligations of this Agreement.

6. Notice of Breach. UW shall notify Practice immediately upon discovery of any unauthorized use or disclosure of Confidential Data, or any other breach of this Agreement by UW and will cooperate with Practice to regain possession of Confidential Data and prevent its further unauthorized use.

7. Waiver. Any failure by Practice to enforce its rights under any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to any conflict of laws provision thereof.

9. Amendment. This Agreement reflects the entire agreement between Practice and UW with respect to the subject matter hereof and shall supersede any prior agreements or understandings whether oral or written with respect thereto. This Agreement may be amended only by mutual consent, expressed in writing, by the parties hereto.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be considered one and the same agreement.

11. Term. This Agreement shall remain in effect from the date first stated above until such time that UW either returns or destroys all of the Confidential Data, including all copies thereof. This Agreement shall be binding upon and inure to the benefit of Practice and UW, and their respective successors, transferees, permitted assignees or legal representatives.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

(Practice)

Signature: _____

Name: _____

Title: _____

The University of Washington

Signature: _____

Name: James W. Stout, MD, MPH

Title: Principal Investigator