

Data Use Agreement for Limited Data Set
For use with individuals or entities who are not part of the UW's workforce

Data Use Agreement for Limited Data Set

This Data Use Agreement for Protection of Limited Data Set (LDS) is entered into between the University of Washington and _____ (hereinafter "Recipient"), effective _____. UW Medicine is composed of the University of Washington Medical Center, Harborview Medical Center, the University of Washington Physicians Network, the Association of University Physicians d/b/a University of Washington Physicians, UW Medicine Hall Health Primary Care Center, University of Washington Sports Medicine Clinic, and the UW Physician's Eastside Specialty Center. Pursuant to 45 CFR 164.504(d), these entities are designated as one affiliated covered entity.

PURPOSE OF ACTIVITIES

Recipient will only use or disclose the LDS for the following limited purposes:
(Check all applicable boxes.)

- Research
- Public Health
- Health Care Operations

DEFINITIONS:

"Disclosure" means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

"Use" means the sharing, employment, application, utilization, examination, analysis, canonization, or commingling with other information.

"Limited Data Set" is protected health information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: Names; Postal address information, other than town or city, State, and zip code; Telephone numbers; Fax numbers; Electronic mail addresses; Social security numbers; Medical record numbers; Health plan beneficiary numbers; Account numbers; Certificate/license numbers; Vehicle identifiers and serial numbers, including license plate numbers; Device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; Biometric identifiers, including finger and voice prints; and Full face photographic images and any comparable images.

"Protected Health Information" means Individually Identifiable Health Information that is (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information"

shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g(a)(4)(B)(iv).

“Individually Identifiable Health Information” means a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse and (ii) relates to the past, present or future physical or mental health or condition of an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify an Individual.

OBLIGATIONS OF RECIPIENT:

Section 1. Use or Disclosure of LDS. Recipient shall not use or disclose the LDS received from UW Medicine in any manner that is not specifically authorized by this Agreement or that would constitute a violation of federal law, specifically the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions (“HIPAA Standards”) and Washington state law. Recipient shall ensure all directors, officers, employees, contractors, and agents use or disclose the LDS only in accordance with the provisions of this agreement and federal and state law. Recipient must obtain specific authorization in the form of another written Data Use Agreement to use or disclose the information disclosed by UW Medicine for any purpose other than that specifically authorized herein.

Section 2. Minimum Necessary. Recipient represents that the LDS contains the minimum necessary information to accomplish the purpose identified.

Section 3: Safeguards Against Unauthorized Use or Disclosure of LDS. Recipient agrees to implement all safeguards appropriate to prevent the unauthorized use or disclosure of the LDS.

Section 4: Reporting of Unauthorized Use or Disclosure of LDS. Recipient shall report in writing any unauthorized use or disclosure of the LDS not provided for in this Agreement within five (5) working days of becoming aware of an unauthorized use or disclosure. Recipient shall take immediate steps to stop the unauthorized disclosure and cure the breach of confidentiality. Written notification will be made to the following person:

(Insert the contact information for the UW Medicine office/person(s) designated to receive these reports)

Section 5. Agreements with Third Parties. Recipient agrees to ensure that any agents, including any subcontractors, will be bound to the same restrictions and conditions that apply to Recipient.

Section 6: Contact with Individuals. Recipient agrees not to identify the information contained in the LDS and not to contact the individuals who are the subject of the LDS.

Section 7: Immediate Termination. UW Medicine may terminate its participation in this Agreement immediately upon written notice to the Recipient without liability for such termination, in the event that: (1) UW Medicine determines that Recipient has violated a material provision of this Agreement; (2) the Recipient or any of its employees, officers, or agents is convicted of a crime relating to, or is excluded, debarred or otherwise ineligible to participate in, any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS, Tricare; (3) The Recipient or any employee, officer, or agent is named as a defendant in a criminal proceeding for the violation of state or federal privacy and confidentiality laws.

GENERAL TERMS AND CONDITIONS

Section 8. Severability. If any provision of this Agreement, or any other agreement, document, or writing pursuant to or in connection with this Agreement, is found to be wholly or partially invalid or unenforceable; the remainder of the agreement is unaffected.

Section 9. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused unless waiver or excuse of breach is in writing and signed by the party against whom such waiver or excuse is claimed.

Section 10. Indemnification. The parties agree to defend (if requested), indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omissions of their own officers, employees, students, or agents in the performance of their duties under this agreement.

Limited Data Set Recipient

UW Medicine Entity

Authorized Signature

Authorized Signature

Printed Signatory's Name

Printed Signatory's Name

Date

Date