**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The University of Washington is a hybrid entity and has designated its healthcare components and non-healthcare components as described in [COMP.101 Patient Information Privacy and Security Compliance Program and Administrative Requirements](http://depts.washington.edu/comply/comp_101). Pursuant to 45 CFR §164.105(b)(1), these entities are designated as Affiliated Entities. Information about UW Medicine’s Organized Health Care Arrangements can be found in [COMP.101 Patient Information Privacy and Security Compliance Program and Administrative Requirements](http://depts.washington.edu/comply/comp_101) and by contacting UW Medicine Compliance at 206.543.3098 or 855.211.6193.

**PURPOSE OF ACTIVITIES**

Recipient will only use or disclose the LDS information for the following limited purposes:

*(Check all applicable boxes.)*

* Research
* Public Health
* Healthcare Operations

**DEFINITIONS:**

See UW Medicine Compliance Glossary at <http://depts.washington.edu/comply/docs/Glossary.pdf>.

**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:

UW Medicine Compliance

Box 358049

Seattle WA 98195-9210

(206) 543-3098

comply@uw.edu

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

Section 6: Contact with Individuals. Recipient agrees not to try to identify the information contained in the LDS and not to contact the patients 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 Recipienthas violated a material provision of this Agreement; (2) the Recipientor 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 healthcare program, including but not limited to Medicare, Medicaid, CHAMPUS, Tricare; or (3) The Recipientor 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.

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*Limited Data Set Recipient* UW Medicine

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Authorized Signature Authorized Signature

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Printed Signatory's Name Printed Signatory's Name

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Date Date