



**Data Use Agreement for Limited Data Set**

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This Data Use Agreement for Protection of a Limited Data Set (LDS) is entered into between the King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) and \_\_\_\_\_ (hereinafter “Data Recipient”), effective \_\_\_\_\_, and shall expire on: \_\_\_\_\_, or if no date is inserted, shall expire one year after the signature date.

**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.

**PURPOSE OF ACTIVITIES:**

MHCADSD agrees to provide the Data Recipient with a Limited Data Set, which means that all direct client identifiers have been removed, except those identifiers which are allowed in a limited data set.

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

- Research
- Public Health
- Health Care Operations

The identifiable elements that are allowed in a Limited Data Set, and that will be included in this data set are as follows:

<i>Individually Identifiable Data Elements allowed in a limited data set</i>	<i>Element(s) included in this set</i>
State, county, city, precinct and five digit zip code	
Admissions, discharge & service dates	
Birth date	
Date of death	
Age (including age 90 or over)	

**OBLIGATIONS OF DATA RECIPIENT:**

A. Use or Disclosure of LDS. Data Recipient shall not use or disclose the LDS received from MHCADSD in any manner 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. Data Recipient shall ensure all directors, officers, employees, contractors, and agents use or disclose the LDS in accordance with the provisions of this agreement and federal and state law. Data Recipient must obtain specific authorization in the form of another written Data Use Agreement to use or disclose the information disclosed by MHCADSD for any purpose other than that specifically authorized herein.

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

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

D. Reporting of Unauthorized Use or Disclosure of LDS. Data 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. Data 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:

King County MHCADSD Privacy Officer  
400 Fifth Avenue, Suite 400  
Seattle, WA 98104

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

F. Contact with Individuals. Data 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.

G. Sanctions. Unauthorized disclosure or use of any Data provided under this Agreement may result in State and/or Federal civil and/or criminal penalties (RCW 42.48.050; CFR Part 45, Subpart D, 160.404, 408, and 418; CFR Part 2.32).

H. Amendments. Either party to this agreement may request changes to this Agreement, including amendments. Proposed changes that are mutually agreed upon will be incorporated by written amendment to this agreement.

The Data Recipient will seek an amendment when there is a substantial change in study design and methods, changes that may affect approved study purposes, and/or use of this information of thesis, dissertation, or other educational purposes that are not described in the Data Recipient's original proposal.

I. Termination. In the event the Data Recipient fails to comply with any terms of this Agreement, MHCADSD shall have the right take such action, as it deems appropriate, including termination of this Agreement. If the Agreement is terminated, the Data Recipient will return all information and Data provided by MHCADSD, including all materials derived from this information, or make such alternative disposition of provided and derived information as directed by MHCADSD. The exercise of remedies pursuant to this section shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

Signed:

King County:

Data Recipient:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Print Title

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City, State, Zip + 4

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City, State, Zip + 4