

HARRIS COUNTY HOSPITAL DISTRICT

DATA USE AGREEMENT FOR USE WITH LIMITED DATA SETS

The attached agreement is a template that contains the necessary elements of a Data Use Agreement as described in the HIPAA Privacy Regulation. It meets all applicable District requirements for contracts of this type and should be used to delineate agreements between the Hospital District and people or organizations outside the District. Individuals should use this agreement when discussing provision of a limited data set for purposes of Research, Healthcare Operations, or Public Health. The agreement must be executed before any information is provided to the data set recipient. Anyone wishing to use this agreement should contact the Office of Privacy Administration at ext. 66097 to obtain the MS Word version and any necessary assistance. The final agreement must be reviewed by the Harris County Attorney's office prior to execution by the parties.

DATA USE AGREEMENT FOR LIMITED DATA SETS

In connection with the creation, receipt, use, or disclosure of protected health information the parties below hereby agree as follows:

Part I – Terms, Parties and Purpose

- A. **Effective Date:** The effective date of this Data Use Agreement (“Agreement”) is _____, 200____.
- B. **Parties:** The parties to this Agreement are:
1. the Harris County Hospital District (“The District”), a political subdivision of the State of Texas and a covered entity under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto (hereinafter referred to collectively as HIPAA); and
 2. the limited data set recipient, _____ (“Limited Data Set Recipient”). Limited Data Set Recipient warrants that it is not excluded from participation in any federal or state health-care program, including Medicare and Medicaid.

Nothing in this Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in this Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of the District with respect to any third party including but not limited to individuals whose protected health information is created, received, used, or disclosed by the District.

- C. **Purpose:** The parties intend that this Agreement comply with the requirements set forth in the Standards for Privacy of Individually Identifiable Health Information of the HIPAA Privacy Rule 45 C.F.R. Parts 160 and 164 for limited data sets and data use agreements.

Part II – Definitions, Interpretation and Venue

- A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Privacy Rule, as amended: covered entity, individual, limited data set, protected health information (PHI), required by law, and Secretary.
- B. Where provisions of this Agreement differ from those mandated by the HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the Agreement shall control.
- C. Interpretation of this agreement is governed by the laws of the State of Texas.
- D. This Agreement is subject to all applicable Texas and federal law. Exclusive venue for any cause of action arising from or in relation to this Agreement is in a county, state or federal court of competent jurisdiction in Harris County, Texas.

Part III – Use and Disclosure of Limited Data Sets

- A. The District shall disclose limited data sets to Limited Data Set Recipient that meet the specifications set forth in Section 164.514(e)(2) of the HIPAA Privacy Rule, as amended. A limited data set is protected health information that excludes the following direct identifiers of individuals, or of relatives, employers, or household members of the individuals: names; postal address information (no street address) other than town or city, state, and zip code; telephone numbers; fax numbers; electronic mail (e-mail) addresses; social security numbers; medical records 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; full face photographic images and any comparable images.
- In the event any addition or amendment to the HIPAA Privacy Rule conflicts with this description of a limited data set the language of the HIPAA Privacy Rule shall be incorporated into the Agreement and the Agreement shall be amended to that effect.

- B. The Limited Data Set Recipient agrees to use the limited data set only for research, public health or health care operations. More specifically, the Limited Data Set will be used as follows: _____
- _____
- _____
- _____
- _____
- _____
- C. The District and Limited Data Set Recipient agree that:
1. Limited Data Set Recipient will not use or disclose the limited data set information in a manner that would violate the requirements of the HIPAA Privacy Rule, 45 CFR, Part 164, Subpart E;
 2. Limited Data Set Recipient may not use or further disclose the limited data set other than as permitted or required by this Agreement or as required by law;
 3. only those listed in Part V of this agreement are permitted to use or receive the limited data set;
 4. Limited Data Set Recipient must use appropriate safeguards to prevent the use or disclosure of the limited data set other than as provided for by this Agreement or as required by law;
 5. Limited Data Set Recipient must report to the District's Privacy Officer any use or disclosure of the limited data set not provided for by this Agreement of which it becomes aware;
 6. Limited Data Set Recipient must ensure that any agent, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply through this Agreement to the Limited Data Set Recipient with respect to such information; and,
 7. Limited Data Set Recipient may not identify or attempt to identify the information or contact the individuals who are the subject of the limited data set.
- D. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer or agent of the Harris County Hospital District.

Part IV - Termination Provisions

- A. This Agreement shall continue until it is terminated by either of the parties. Either the District or the Recipient may terminate this Agreement without the necessity of showing cause by the delivery of a written notice to the other party. The termination is effective ten (10) business days from the date that either party receives such notice.
- B. If the District determines that Limited Data Set Recipient has violated a material term of this Agreement then the District shall inform Limited Data Set Recipient in writing of the violation and Limited Data Set Recipient shall either terminate this Agreement under paragraph Part IV.A. or cure such violation. If Limited Data Set Recipient fails to cure the violation in a reasonable period of time, as determined by the District in its sole discretion, the District may terminate this Agreement upon written notice stating the material term of this Agreement that has been violated by Recipient. Such termination shall be effective on the date that Limited Data Set Recipient receives notice from the District. The District must notify the Secretary of any such material breach or violation resulting in termination of this Agreement pursuant to the provisions of 45 CFR 164.514(e)(4)(iii)(2).

Any such notice may be given by United States Mail, postage prepaid, addressed to the party to be notified. Any notice deposited in the United States Mail is deemed delivered three days after such deposit. If agreed by the parties in advance and in writing notice may be given by either party to the other by confirmed facsimile transmission (FAX) or by confirmed electronic mail ("e-mail"). For the purpose of notice, the addresses of the parties, until changed, are as follows:

Harris County Hospital District
2525 Holly Hall
Houston, Texas 77054

Requestor
Requestor's Address
City, State ZIP

Attn: _____

Attn: _____

- C. Regardless of any termination of this agreement, Limited Data Set Recipient remains subject to the terms of this agreement so long as the Limited Data Set or any portion thereof remains in the possession of Limited Data Set Recipient.

Part V –Recipient Information

- A. The individuals listed below are the recipient(s) of the Limited Data Set identified in this document and will abide by the provisions of this Data Use Agreement (*If necessary, use a separate page to identify all names of individuals or organizations requesting or receiving the Limited Data Set information, and attach to this document*):

1. Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ Fax: _____

2. Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ Fax: _____

This agreement has been executed on _____, 200_ on behalf of the Harris County Hospital District and on _____, 200_ on behalf of _____

Harris County Hospital District

Limited Data Set Recipient:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____