

**Kittitas County  
Review Form  
Grants & Contract Agreement**



Today's Date 04/05/2017	Agenda Date
Fund/Department 116-Public Health	

**Contract/Grant Information**

Contract /Grant Agency: Data Use Agreement for Limited Data Set between KCPHD and KVH	
Period Begin Date: 04/17/2017	Period End Date: 04/17/2022
Total Grant/Contract Amount: \$None	
Grant/Contract Number:	
Contract/Grant Summary: The purpose of the Data Use Agreement for Limited Data Set between KCPHD and KVH is to provide recipient with access to a limited data set for special department projects in accord with the HIPAA Regulations.	

**Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_**

Department Head Signature: _____, Administrator    Date: _____
--

**Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:**

APPROVED AS TO FORM:

Signature of Prosecutor's Office	Date
Signature of Auditor's Office	Date
Signature of Board of Health member	Date

**Financial Information**

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$ Explain	

Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

**Budget Information**

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

**Pass Through Information**

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

**Prosecutor Review**

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

**County Departments Impacted**

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

**Submitted**

Signature:	Date:
Department:	

**Assignment of Tracking Information**

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
----------	------

## DATA USE AGREEMENT FOR LIMITED DATA SET

This Data Use Agreement ("Agreement"), effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), is entered into by and between \_\_\_\_\_ ("Recipient") and Kittitas Valley Healthcare ("Covered Entity"). The purpose of this Agreement is to provide Recipient with access to a Limited Data Set ("LDS") for use in the following titled research project:

\_\_\_\_\_ (Project Name)  
in accord with the HIPAA Regulations.

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the "HIPAA Regulations" codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
2. Preparation of the LDS. Covered Entity shall prepare and furnish to Recipient a LDS in accord with the HIPAA Regulations.
3. Minimum Necessary Data Fields in the LDS. In preparing the LDS, Covered Entity or its Business Associate shall include the data fields which are the minimum necessary to accomplish the purposes set forth in Section 5 of this Agreement.
4. Responsibilities of Recipient. Recipient agrees to:
  - a. Use or disclose the LDS only as permitted by this Agreement or as required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law;
  - c. Report to Covered Entity any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law, including the presence of prohibited identifiers in the LDS;
  - d. Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to Recipient under this Agreement; and
  - e. Not use the information in the LDS, alone or in combination to identify or contact the individuals who are data subjects.

5. Permitted Uses and Disclosures of the LDS. Recipient may use and/or disclose the LDS only for the Research described in this Agreement or as required by law.
6. Term and Termination.
  - a. Term. The term of this Agreement shall commence as of the Effective Date and terminate 5 years from Effective Date. Should the Recipient desire to keep the LDS for a longer period, a justification in writing should be made to the Covered Entity.
  - b. Termination by Recipient. Recipient may terminate this agreement at any time by notifying the Covered Entity and returning or destroying the LDS.
  - c. Termination by Covered Entity. Covered Entity may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.
  - d. For Breach. Covered Entity shall provide written notice to Recipient within ten (10) days of any determination that Recipient has breached a material term of this Agreement. Covered Entity shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Covered Entity.
  - e. Effect of Termination. Sections 1, 4, 5, 6(e) and 7 of this Agreement shall survive any termination of this Agreement under subsections c or d.
7. Miscellaneous.
  - a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties' obligations under this Agreement. If the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.
  - b. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.
  - c. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
  - d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**COVERED ENTITY**

**RECIPIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_