Data Request Tracking Number (To be completed by the EMS Agency): _____

Data Recipient (name) :

This Data Use Agreement ("Agreement") is entered into as of _____ (the "Effective Date") by and between _____ ("Data Recipient") and the Los Angeles County Emergency Medical Services (EMS) Agency ("Data Provider").

The federal Health Insurance Portability and Accountability Act and the regulations promulgated thereunder (collectively referred to as the "Privacy Rule") permit the use and disclosure by health care providers of certain information that may include Protected Health Information ("PHI") in connection with research activities.

Whereas, Data Recipient desires to access from Data Provider certain limited de-identified PHI (Limited Data Set) for the purposes of conducting research and/or quality improvement activities in a manner that protects the privacy and security of such information.

Whereas, Data Recipient and Data Provider are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder.

This Agreement is required by the Privacy Rule and sets forth the terms and conditions pursuant to which Data Recipient may access this Limited Data Set information ("LDS Information") from Data Provider in accordance with and as allowed by the Privacy Rule.

1. **Definitions** - Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule.

    1.1 "Direct Identifiers" shall mean those items listed in the 45 C.F.R. §164.514(b)(2)(i) that identify an individual or relative, employer, or household member of the individual, and shall include names, telephone numbers, fax numbers, email addresses, social security numbers, medical record numbers, account numbers, full face photographs, and other identifying numbers, characteristics or codes.

    1.2 "Limited Data Set" is a data set of Protected Health Information ("PHI") that excludes the following Direct Identifiers:

    a. Names
    b. Postal address, information, other than town or city, state, and zip code
    c. Dates including birth date, admission date, date of death, and all ages over 89
    d. Telephone and fax numbers
    e. Electronic mail addresses
    f. Social security numbers
    g. Medical record numbers
    h. Health plan beneficiary numbers
    i. Account numbers
    j. Certificate/license numbers
    k. Vehicle identifiers and serial numbers, including license plate numbers

l.   Device identifiers and serial numbers
m.   Web Universal Resource Locators (URLs)
n.   Internet Protocol (IP) address numbers
o.   Biometric identifiers, including finger and voice prints
p.   Full face photographic images and any comparable images
q.   Any other unique identifying number, characteristic or code

1.3   "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. §164.501.

2.   Use of Limited Data Set (LDS) Information

2.1   Requested LDS Information - Data Recipient requests copies of the LDS Information identified in Reference No. 622.2, Limited Data Set Information.

2.2   Intended Use of LDS Information - Under the Privacy Rule, the use and disclosure of a limited data set in connection with research, public health or health care operations is permitted without the patient's written authorization. The intended use of the LDS Information for the research purposes shall be further described in Reference No. 622.3, Intended Use of Limited Data Set Information.

3.   Release of Information

3.1   Procedure - Data Provider shall either: (a) provide the LDS Information to the Data Recipient; or (b) make available the information necessary for the Data Recipient to create the requested Limited Data Set.

3.2   Creation of the LDS - In accordance with the requirements contained in the Privacy Rule, the LDS created and/or provided to the Data Recipient under this Agreement shall not include any of the Direct Identifiers identified in Section 1.2 above.

(a)   By Data Provider - Data Provider will create the LDS containing the information identified in Reference No. 622.2 when the data is available in abstracted format from currently existing Data Provider databases.

(b)   By Data Recipient - If the data is not available in an electronic format, the Data Recipient may create the LDS from a manual abstraction process from paper records. Data Recipient acknowledges and agrees that neither the Data Recipient nor any person assisting Data Recipient in the abstraction process shall be provided access to PHI unless they have completed all applicable HIPAA training.

4.   Responsibilities of Data Recipient

4.1   Safeguards - Data Recipient shall use appropriate administrative, technical and physical safeguards to prevent any use or disclosure of the Information other than as provided for by the Agreement. Data Recipient shall comply with HIPAA regulations

and must obtain Institutional Review Board (IRB) approval to publish. The intent to publish must be clearly stated in the Reference No. 622.3.

4.2   No Further Use - Data Recipient is not authorized and shall not use or further disclose the information other than as permitted under the Agreement or as required by law or regulation.

4.3   Permitted Uses and Disclosures - Data Recipient may use the LDS Information received from Data Provider pursuant to the Agreement solely for the purpose identified on Reference No. 622.3. Data Recipient will not use or disclose the Information other than as permitted by this Agreement or as required by law.

4.4   Reporting of Disclosures - Data Recipient shall notify Data Provider in writing within five (5) working days of its discovery of any use or disclosure of the LDS information not permitted by the Agreement of which Data Recipient, its employees or agents become aware. Data Recipient further agrees to mitigate, to the extent feasible and allowable by law, any harmful effect that is known or becomes known to Data Recipient that arises from a use or disclosure of the LDS by Data Recipient or its agents in violation of this Agreement or the Privacy Rule.

4.5   Re-disclosure of Limited Data Set - Data Recipient shall ensure that any person or entity to whom it provides the LDS information, which may include but is not limited to, research assistants, shall agree with the Data Recipient in writing, by signing a confidentiality agreement attached hereto as Reference No. 622.5, Confidentiality Agreement or Data Recipient shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to the LDS through Data Recipient, pursuant to each agent or subcontractor shall agree to be bound by the same restrictions, terms and conditions that apply to the Data Recipient under this Agreement with respect to the LDS.

4.6   Notice of Request for Data - Data Recipient agrees to notify Data Provider promptly upon receipt of any request for production or subpoena of the LDS, in connection with any governmental investigation or governmental or civil proceeding.

4.7   No Identification or Contact - Data Recipient agrees that it shall not use the LDS information in such a way to identify any individual and shall not use any LDS information to contact any individual(s) to whom the Information relates.

4.8   Compliance with Law and Los Angeles County EMS Agency Policies and Procedures - Data Recipient shall comply with all applicable federal and state laws and regulations, including the Standards for Electronic Transactions, 45 CFR Parts 160 and 164, if applicable under the terms and requirements of this Agreement. Data Recipient shall also comply with all applicable Los Angeles County EMS Agency and IRB policies and procedures.

4.9   Reasonable Inspection - Within thirty (30) business days of a written request by Data Provider, Data Recipient shall allow Data Provider, during Data Recipient's regular business hours, to conduct a reasonable inspection of Data Recipient's books, records, agreements, and policies and procedures relating to the use or disclosure of the LDS for the purpose of determining Data Recipient's compliance with this Agreement.

5.   **Term and Termination**

5.1   Term - The provisions of this Agreement shall be effective as of the date this Agreement is signed by both parties and shall terminate when all of the LDS provided by Data Provider to Data Recipient is destroyed or returned to Data Provider, or, if it is infeasible to return or destroy the LDS, Data Recipient shall continue to protect/safeguard such information in accordance with the termination provisions in this section.

5.2   Effect of Termination - Upon termination of the Agreement for any reason, Data Recipient shall return or, at the option of Data Provider, destroy all PHI received from Data Provider under this Data Use Agreement. If return or destruction is not feasible, Data Recipient shall continue to extend indefinitely the protections of this Amendment to such information, and immediately terminate any further use or disclosure of such PHI.

5.3   This Agreement supersedes all previous representations, understanding or agreements regarding the LDS and shall prevail notwithstanding any variance with terms and conditions of any document submitted by or on behalf of Data Recipient or Data Provider regarding the LDS.

6.   **Material Breach** - A breach by Data Recipient of any material provision of this Amendment shall constitute a material breach of the Agreement, and shall provide grounds for immediate termination of this Agreement by Data Provider.

7.   **Indemnification** - Data Recipient shall indemnify, defend, and hold harmless Data Provider and any of the providing entities affiliates, and their respective trustees, officers, directors, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited use or disclosure of the LDS or any other breach of this Agreement by the Data Recipient or any agent or person under its control.

8.   **Agreement** - This Agreement may be amended by mutual written agreement of the Data Recipient and Data Provider.

9.   **Provision** - If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

10.   **Relationship** - The relationship between the Data Recipient and Data Provider is that of independent contractors and neither party nor its agents shall have any authority to bind the other party in any way.

11.   **Notices** - All notices shall be in writing and may be delivered in person, by courier, or sent by receipt e-mail or facsimile, or by 1st class, postage prepaid US mail to the parties, which notice shall be deemed given upon receipt or three (3) day following deposit in the US mail. Either party may change the address for notices hereunder by providing written notice thereof to the other party in accordance with the terms of this section.

This Agreement, together with Reference Nos. 622.1, 622.2, 622.3, and 622.5, constitutes the entire agreement between us.

If the terms and conditions of this Agreement are acceptable to you, please sign a copy of this Agreement in the space below and return a copy to us.

Sincerely,

_____
Richard Tadeo
Director, Los Angeles County EMS Agency
("Data Provider")

ACCEPTED AND AGREED TO BY:

_____
("Data Recipient")

_____
(Print Name)

_____
(Signature)

_____
(Date)