# WA-APCD Release Upon Request Data Product Data Use Agreement

This “Data Use Agreement" ("DUA"), effective Click here to enter a date. (“Effective Date”) is by and between the Health Care Authority (HCA), in the capacity of the Washington All-Payer Claims Database (“WA-APCD”) Lead Organization (hereinafter, “the LO”), and the data recipient [Click here to enter text] (hereinafter, the “Recipient”) hereunder. This DUA defines the terms and conditions under which access to and use of the WA-APCD data is authorized.

This DUA addresses the conditions under which the LO will disclose and the Recipient may obtain, use, reuse, and disclose the WA-APCD data file(s) or data output specified in this DUA and/or any derivative file(s) (collectively, the “Data” or “WA-APCD Data”). This DUA pertains to all Data Release Application(s) (hereinafter, “Data Application”) under which the LO releases WA-APCD Data to the Recipient. Each Data Application approved by the LO will be noted and attached hereto as Exhibit A, B, and so on.

This DUA applies to data disclosed between the Effective Date Click here to enter a date. and “Completion Date” Click here to enter a date..

# Section 1. Attachments and Exhibits

The parties mutually agree that the following specified Attachments and Exhibits are part of this DUA:

[ ]  Exhibit A: Approved WA-APCD Data Application(s)

[ ]  Exhibit B: Recipient Confidentiality Agreement(s)

[ ]  Exhibit C: WA-APCD Data Access Fee Schedule

[ ]  Exhibit D: Certificate of Continued Need and Compliance

[ ]  Exhibit E: Certificate of Project Completion and Data Destruction

**Covered Project(s).** This DUA governs data release for the following project(s) entitled:

Click here to enter text.

**Identified in the Data Application(s) approved by the LO and incorporated into this DUA as Exhibit A.**

The Recipient represents that the facts and statements made in each Data Application are complete and accurate.

**Requested Data Elements.** This DUA governs access to the WA-APCD Data for the Release Upon Request data products.

**Authorized Data Users.** An “Authorized Data User” refers to the Recipient, Recipient employees, and Additional Organization (any Recipient contractors or agents or other third party) employees who are entrusted to access and use the Data and whose signed Confidentiality Agreement is on file with the Lead Organization. Authorized Data Users are listed in Exhibit A of this DUA. Recipient shall ensure that all Authorized Data Users execute a Confidentiality Agreement prior to accessing WA-APCD Data. These executed Confidentiality Agreements (Exhibit B) are incorporated in this DUA.

Recipient shall ensure that all Authorized Data Users comply with the same restrictions and conditions that apply to the Recipient under this DUA and agree to follow the data privacy, security, and protection requirements, prior to being granted access to the Data. The Recipient will notify the LO when an individual leaves or joins the Project. The Recipient must obtain written approval from the LO to add an Authorized Data User prior to granting such individual access to the Data. New Authorized Data Users must sign a Confidentiality Agreement (Exhibit B), a copy of which must be delivered to the LO in advance of accessing the Data.

# Section 2. Permitted Data Uses and Purposes

The Recipient agrees that:

1. The Data are confidential information and the Recipient will maintain Data confidentiality.
2. The Data will be used only for the purpose described in Exhibit A. Recipient must request an amendment to this Agreement for any use that is a material deviation from these Data uses.
3. The Recipient may not use or reuse, disclose, market, release, show, sell, rent, lease, loan or otherwise grant access to the Data or its derivatives except as expressly permitted by the DUA, or as the LO may authorize in writing or as otherwise required by law, in which case Recipient shall promptly notify the LO.
4. Use of the Data, or any derivative thereof, for a project, other than the one described in this DUA and the Data Application, must be approved by the LO through a separate application process.
5. If Recipient is a Federal, state or local government agency, Recipient will not use Data in the purchase or procurement of health benefits for their employees.
6. If Recipient is obtaining the Data for research, Recipient’s use and disclosure will be compliant with both this DUA and the research protocol approved by an institutional review board.
7. Recipient is prohibited from using the Data to decompile or in any way manipulate the Data to re-identify provider fee schedules.

**No Identification or contact of Individuals.** Absent express written authorization from the LO, the Recipient shall not attempt to link records included in the WA-APCD Data to any other information. An approved Data Application that includes the linkage of specific elements or files constitutes express written authorization from the LO to link files as described in that Data Application only. The Recipient shall not use the WA-APCD Data to attempt to deduce an individual’s identity or contact individuals (patients, providers, payers, etc.).

The Recipient shall not disclose to anyone who is not listed as Authorized Data User on this DUA any direct findings, listings, or information derived from the Data, with or without direct identifiers.

**Data Output.** The Recipient warrants that it has provided a list of all intended Data output (e.g. data, reports, manuscripts, or other Project products) that it plans to derive from the WA-APCD Data.

# Section 3. Data Privacy and Security Obligations

**Cell Suppression Guideline.** The Recipient agrees that any use of WA-APCD Data in the creation of any Data output (manuscript, table, chart, study, report, etc.) that is shared with anyone who is not an Authorized Data User shall adhere to the following minimum thresholds. No cell size less than 11 may be displayed (such as, but not limited to admittances, discharges, patients, services). Also, no use of percentages or other mathematical formulas may be used if they result in the disclosure of a cell less than 11. Data output and analytics must use complementary cell suppression techniques to ensure that cells with fewer than 11 observations cannot be used to identify an individual person by manipulating Data output (e.g., in adjacent rows, columns or other manipulations). Information that could be used alone or in combination with other information to identify an individual shall not be published in any form. The calculation and display of Proprietary Financial Information also must adhere to reporting guidelines in Chapter 82-75 WAC.

**Compliance.** With respect to the Data, the Recipient shall comply with the data security and privacy requirements per Chapter 43.371 RCW, Chapter 82-75 WAC and the Washington State Office of the [Chief Information Officer (OCIO) IT Security Standards 141.10](https://ocio.wa.gov/policy/securing-information-technology-assets-standards) and, as applicable, the privacy and security standards set forth in the federal Privacy Act and the Health Insurance Portability and Accountability Act (HIPAA) as a condition of this DUA. The Recipient shall permit disclosure and use of the Data only as permitted by law and by this DUA. The Recipient shall secure and protect the confidentiality of Data in a manner consistent with the above mentioned data security and privacy requirements.

**Access and verification to confirm DUA compliance.** The Recipient shall grant reasonable access to its facilities, personnel and the WA-APCD Data, and to any Additional Organization and personnel where the WA-APCD Data is held, to authorized representatives of the LO and the HCA for the purpose of confirming compliance with the terms of this DUA. The LO may audit compliance with DUAs and Confidentiality Agreements as stated in WAC 82-75-250(3). The Recipient must comply and assist, if requested, in any audit of these agreements. The Recipient shall respond in writing within ten business days to any request by the LO or Office to verify Recipient’s compliance with the terms of this DUA, as well as compliance of any Additional Organization to whom the Recipient disclosed WA-APCD Data.

**Safeguards.** The Recipient shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and prevent unauthorized use of or access to the Data. The Recipient acknowledges that the use of unsecured communications, including the Internet, to transmit individually identifiable, or deducible, information derived from the WA-APCD Data is prohibited.

# Section 4. Ownership, Treatment of Subpoenas and Unauthorized Uses, Disclosures or Security Incidents

**Ownership**. Pursuant to Chapter 43.371 RCW, the State of Washington is the owner of the Data in the WA-APCD. In addition, Chapter 43.371 RCW establishes the Washington State Health Care Authority (HCA) as the agency for the state of Washington charged with the maintenance, preservation, security and protection of the Data in the WA-APCD. Therefore HCA, acting on behalf of the state of Washington, claims all rights in and to the Data supplied to the WA-APCD. The Recipient does not obtain any right, title, or interest in or to the Data. The Recipient shall cite the WA-APCD as the source of the Data in any studies, reports or products in which the Data are used.

**Treatment of Unauthorized Uses or Disclosures of Data.** In the event that the LO determines or has a reasonable belief that the Recipient has made or may have made a use, reuse, or disclosure of the WA-APCD Data that is not authorized by this DUA, or another written authorization from the LO, the LO may, at its sole discretion, require the Recipient to perform one or more of the following, or such other actions as the LO deems appropriate:

1. Investigate and report, within 5 business days, to the LO the Recipient’s determinations regarding any alleged or actual unauthorized use, reuse, or disclosure;
2. Promptly resolve any issues or problems identified by the investigation;
3. Submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses, or disclosures in the time frame specified by the LO; and
4. Destroy the WA-APCD Data and any copies thereof consistent with the terms of this DUA.

As a result of the LO’s determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, the LO may in its sole discretion refuse to release further WA-APCD data to the Recipient and terminate this DUA.

**Data Breach. Reporting of Unauthorized Uses or Disclosures of Data.** The Recipient shall report loss of the Data or access by or disclosure to any unauthorized persons and unauthorized use or reuse of the data to the LO immediately upon discovery of such loss or knowledge of such loss or unauthorized access or disclosure or use or reuse and shall cooperate fully in any LO incident response process. The Recipient shall bear the sole cost and liability for any privacy and security breaches related to the Data while the Data are entrusted to the Recipient or the Data are otherwise the responsibility of the Recipient. Furthermore, if the LO (in consultation with HCA) determines that the risk of harm requires notification to affected individuals of the data breach and/or other remedies, the Recipient shall be solely liable to carry out these remedies at its sole cost and expense. Recipient’s cost and liability obligation, including but not limited to such costs as described in the Antitrust Compliance and Indemnification section below, shall survive the termination or expiration of this DUA.

**Breach of Agreement.** In addition to other penalties or regulatory actions that may be taken, including denial of future data requests, breach of this DUA or a Confidentiality Agreement (Exhibit B) may result in immediate termination of this DUA. If an individual breaches the Confidentiality Agreement, the LO must review the circumstances and determine if this DUA should be terminated or only the Confidentiality Agreement with the individual who caused the breach should be terminated. If the LO terminates only a Confidentiality Agreement, Recipient shall not provide further access to the Data to such individual(s).

**Breach of Agreement – HCA’s Right to Terminate the Agreement.** If, after compliance with the procedures set forth in WAC 82-75-600 through WAC 82-75-660, it is found that this DUA or a Confidentiality Agreement has been breached, HCA may immediately terminate this DUA.

**Antitrust Compliance and Indemnification.** Recipient agrees to treat WA-APCD Data confidentially, as specified in this DUA, and not to use, or enable any other parties to use, the WA-APCD Data for anticompetitive or other unlawful purposes, including but not limited to price-fixing, market or customer allocation, service or Data output restriction, price stabilization, or any other agreement or coordination among parties that in any way restricts or limits competition.

Recipient also agrees to indemnify, defend and hold the LO and HCA harmless for any claims, losses, liabilities, damages, judgments, fees, expenses, awards, penalties (including civil monetary penalties), and costs (including reasonable attorneys’ and court fees and expenses) arising from or relating in any way to the WA-APCD Data, or that in any way involve use of the WA-APCD Data, breach of this DUA by the Recipient, its employees, or Additional Organizations or any breach or alleged breach of WA-APCD Data arising from the Recipient’s, its employees, or Additional Organizations breach, or failure to perform, pursuant to this DUA. Such indemnification shall include, but not be limited to, payment by Recipient of any fines, penalties, or damages of any sort, including but not limited to compensatory, treble, punitive, or any other damages, fines, or penalties assessed against the LO for any antitrust violation arising from or relating in any way or any part to the WA-APCD Data or use of the WA-APCD Data, as well any and all of the LO’s related legal fees, costs, and/or other expenses incurred in or arising from the matter. Recipient’s indemnification obligation shall survive the termination or expiration of this DUA.

The Recipient further agrees that it shall not attempt to identify parties that have been de-identified in the Data output, “reverse engineer,” decompile, or in any other way attempt to discern the identities of the specific parties paying fee schedule allowed amounts contained in the WA-APCD Data, nor shall the Recipient try to translate, convert, adopt, alter, modify, enhance, add to, delete, or tamper with any WA-APCD Data or in any other way attempt to calculate or determine specific parties’ fee schedule allowed amounts from the WA-APCD Data.

# Section 5. Term and Termination of Agreement

**Term and Termination.** This Agreement shall become effective upon the Execution Date cited in the preamble and shall remain in effect through the Completion Date (“Initial Term”). Not later than 60 days prior to the expiration of the Initial Term, or any Renewal Term, the parties, per mutual consent, will either execute a renewal to this Agreement (Exhibit D) or execute the Certificate of Project Completion and Data Destruction (Exhibit E).

**Amendment.** The terms of this DUA can be changed only by written amendment to this DUA or by the parties adopting a new DUA. The parties agree further that instructions or interpretations issued to the Recipient concerning this DUA, or the Data specified herein, shall not be valid unless issued in writing by the WA-APCD LO. Should any state or federal law or regulation now existing or enacted after the Effective Date of this DUA be amended or interpreted by judicial decision or a regulatory body in such a manner that renders any provision of this DUA in violation of such law or regulation or adversely affects the LO or Recipients’ abilities to perform their obligations under this DUA, the LO or Recipient agree to negotiate in good faith to amend this DUA so as to comply with such law or regulation and to preserve the viability of this DUA. If, after negotiating in good faith, the LO or Recipient are unable to reach agreement as to any necessary amendments, either the LO or Recipient may terminate this DUA without penalty.

**Violations and Penalties.** A violation of this DUA or [WAC 82-75-600](https://app.leg.wa.gov/WAC/default.aspx?cite=182-70-600) to [WAC 82-75-665](https://app.leg.wa.gov/WAC/default.aspx?cite=182-70-665) [Penalties for Inappropriate Disclosures or Uses of Information] may result in penalties and remedies allowed by law, including but not limited to those specified in [WAC 82-75-600](https://app.leg.wa.gov/WAC/default.aspx?cite=182-70-600) to [WAC 82-75-665](https://app.leg.wa.gov/WAC/default.aspx?cite=182-70-665). The LO shall notify state and federal law enforcement officials, as applicable, of any data breaches in connection with any violation of this DUA. It is the sole responsibility of the Recipient to ensure compliance with all other local, state, and federal laws and regulations. Recipient’s obligation under this Section shall survive the termination or expiration of this DUA.

**No Representations or Warranties.** Neither HCA nor the LO makes any representation or warranty to any person or entity with respect to WA-APCD Data, the software, or any other information provided by HCA, the LO or their respective agents with respect to any of the foregoing. HCA and the LO hereby disclaim all implied warranties with respect to WA-APCD Data, including warranties of merchantability and fitness for a particular purpose. Further, neither HCA nor the LO make any warranty, guarantee or representation regarding the use, or any intended, expected, or actual output of the use, of WA-APCD Data, the software, or any other information provided by HCA or the LO in terms of correctness, accuracy, reliability, or otherwise. HCA and the LO specifically disclaim all express warranties not stated herein and all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. No HCA or LO agent or employee is authorized to make any expansion, modification, or addition to the limitation and exclusion of warranties in this agreement.

The LO uses available technology to match patient identities with their health information. Because patient information is maintained in multiple places, not all of which are accessible to the LO, and because not all patient information is kept in a standard fashion or is regularly updated, it is possible that false matches may occur or that there may be errors or omissions in the information. The LO does not and cannot independently verify or review the information transmitted for accuracy or completeness.

# Section 6. Authority

A person with authority to bind the requesting organization must sign the DUA; or in the case of an individual with no organizational affiliation the individual requesting Data must sign the DUA. Each signatory agrees by signing below that it has authority to sign this DUA on behalf of the party the signatory represents. Each entity agrees to be bound by the terms and conditions of this DUA. The Recipient is responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this DUA to prevent unauthorized use.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this DUA as of the Effective Date.

**The Lead Organization (LO): Washington State Health Care Authority**

|  |
| --- |
| Print name of LO representative: Annette Schuffenhauer |
| Title of LO representative: Chief Legal Officer |
| Organization name: Washington State Health Care Authority |
| Street Address: 626 8th Ave. SE |
| City: Olympia | State: WA | ZIP Code: 98504-5502 |
| Office Telephone *(Include Area Code)*: 360-725-1254 |
| Signature of LO representative: |
| Signature date: |

**Washington State Health Care Authority (NOTE: Only Signed for Data Requests from Federal, State and Local Government Agencies)**

|  |
| --- |
| Print name of LO representative: Rachelle Amerine |
| Title of LO representative: Contracts Administrator |
| Organization name: Washington State Health Care Authority |
| Street Address: 626 8th Ave. SE |
| City: Olympia | State: WA | ZIP Code: 98504-5502 |
| Office Telephone *(Include Area Code)*: 360-725-1698 |
| Signature of LO representative: |
| Signature date: |

**RECIPIENT**

|  |
| --- |
| Print name of authorized signatory: Click here to enter text. |
| Title of representative: Click here to enter text. |
| Organization name: Click here to enter text. |
| Street Address: Click here to enter text. |
| City: Click here to enter text. | State: Click here to enter text. | ZIP Code: Click here to enter text. |
| Office Telephone *(Include Area Code)*: Click here to enter text. |
| E-Mail Address *(if applicable)*: Click here to enter text. |
| Signature of representative: |
| Signature date: |

Exhibit A: WA-APCD Data Release Application

This application (“Data Application”) is the first step in all requests for WA-APCD data products, in accordance with [RCW 43.371.020(1),](http://app.leg.wa.gov/RCW/default.aspx?cite=43.371.020) [RCW 43.371.050](http://app.leg.wa.gov/RCW/default.aspx?cite=43.371.050) and [WAC 182-70-210](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-210).

**Instructions**

Please complete this Data Application email it as a Word formatted document to apcd@hca.wa.gov. **Final decisions will not be made until a completed Data Application is accepted, including all attachments.**

The WA-APCD will follow up within 5 business days to provide an application processing time estimate. Routine requests typically take 15 days to process.

Tracking Table (For WA-APCD use):

|  |  |
| --- | --- |
| WA-APCD Data Application # |  |
| Name of Applicant |  |
| Complete Data Application Received Date |  |
| Data Request Approved/Denied & Date |  |
| Reason for Approval/Denial |  |

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**Section 1. Data Applicant Information & Type of Request**

Provide the information below for the Applicant: the individual who is completing this Application and the organization that will be legally responsible for the Data.

|  |  |
| --- | --- |
| Name | Click here to enter text. |
| Title | Click here to enter text. |
| Organization | Click here to enter text. |
| Mailing address | Click here to enter text. |
| Telephone number | Click here to enter text. |
| Email address | Click here to enter text. |

**Applicant category**

1. **Select the applicant’s organization type as defined in RCW** [**43.371.050(4).**](http://app.leg.wa.gov/RCW/default.aspx?cite=43.371.050)

☐ Researcher. See Section 2 Institutional Review Board (IRB) Status

☐ Federal, state, or local government agency, including government owned providers

☐ WA-APCD Lead Organization

☐ Other. Describe: Click here to enter text.

**Type of Request**

Details on available WA-APCD data and data products can be found on the WA-APCD website [Data Products](https://www.wahealthcarecompare.com/data-products) page.

1. **Select the type of Release Upon Request product that you are requesting by checking one of the boxes below (check only one option).**

☐ **WA-APCD Release Upon Request Analytic Data Set**: Members have been de-identified and only members that reside in the state of Washington (based on reported ZIP code) are included in this extract. Medical and pharmacy claims are combined into a single table. Dental claims are excluded. Not all fields are available from both medical and pharmacy files submitted to the APCD (e.g., procedure\_code is available only on a medical claim record). Only claims designated as paid as primary are included in this file. The paid date has been excluded. Claims include three months of run-out. To protect proprietary financial information, providers have been de-identified and payer names and charge amounts have been removed, allowing the retention paid amount fields. An inpatient stay summary table combines all records related to a member's inpatient stay into one summary record. A medical claim header table groups all service-line records into one medical claim header record that includes the total plan paid amount and the total member paid amount. A member month table includes summarized monthly eligibility records. A provider master table includes detailed information on providers. Only "cleansed" provider information is included on this table (i.e., those providers for whom sufficient information was reported to enable linkage to the CMS National Plan and Provider Enumeration System (NPPES) data or other provider records).The cost for this data set is $250.00

[ ]  **WA-APCD Release Upon Request Public Use File:** This public use file groups the resulting records by diagnosis, age group, and member location (i.e., the first three digits of the ZIP code, also known as “ZIP-3”). ZIP-3s with a unique member count of 10 or fewer will be labeled ‘REDACTED’ and their counts and paid amounts summed by age group. Rolled-up age groups with a unique member count of 10 or fewer also will be labeled ‘REDACTED’ and their counts and paid amounts summed. Rows reporting a value of ‘REDACTED’ for both member location and age group will then be summed. Any of these doubly redacted rows with a unique member count that is still 10 or fewer will be removed from the public use file; any displaying a count of 11 or higher, however, will be maintained in the public use file and report a value of ‘REDACTED’. There is no cost for this data set.

**Section 2. Project Information**

**Project Title and Timeline**

1. **Provide the project title:** Click here to enter text.
2. **Enter the following dates for the project.**

|  |  |
| --- | --- |
| Project start date | Click here to enter text. |
| Target date to receive data | Click here to enter text. |
| Target date to finish using data | Click here to enter text. |

**Intended Use**

1. **In the box below, provide a statement of 300 words or less describing the purpose of your Project and how it supports WA-APCD goals outlined in** [**RCW 43.371.020(1)**](http://app.leg.wa.gov/RCW/default.aspx?cite=43.371.020)

*The database must improve transparency to: assist patients, providers, and hospitals to make informed choices about care; enable providers, hospitals, and communities to improve by benchmarking their performance against that of others by focusing on best practices; enable purchasers to identify value, build expectations into their purchasing strategy, and reward improvements over time; and promote competition based on quality and cost.*

This summary will be posted on the [Washington HealthCareCompare](https://www.wahealthcarecompare.com/) website.

|  |
| --- |
| Click here to enter text. |

**Data Recipient information**

The Data Recipient (“Recipient”) is the person who is legally responsible for the Data and its uses and who shall execute the WA-APCD DUA. Any Recipient contractors, agents or other third party (each an “Additional Organization”) that are to possess or have access to the Data also must adhere to the requirements contained in the DUA . Additionally, the Recipient, Recipient employees, and all other individuals who are authorized to access the Data including individuals from Additional Organizations (“Authorized Data Users”) shall execute a Confidentiality Agreement prior to accessing the WA-APCD Data.

1. **Provide the information below for the Recipient. When WA-APCD data are ready to be released, the Recipient will be sent an email with instructions to access the data or Analytic Enclave.**

|  |  |
| --- | --- |
| Data Recipient Name | Click here to enter text. |
| Title | Click here to enter text. |
| Organization | Click here to enter text. |
| Mailing Address | Click here to enter text. |
| Telephone Number | Click here to enter text. |
| Email Address | Click here to enter text. |
| Organization Website | Click here to enter text. |

1. **Name all individuals who would have access to the WA-APCD data (“Authorized Data User”) along with their role and the name of their affiliated organization.**

|  |  |  |
| --- | --- | --- |
| Authorized Data User Full Name\* | Title/Role | Organization |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |

**Section 4. Information Dissemination**

**Data Recipient shall complete the following information dissemination questions.**

1. **Describe any plans to disclose Data or data output/derivative products to anyone other than those Authorized Data Users listed in Section 2. And, explain the end-user audiences for such disclosures. Data output includes disclosure in any medium or format including but not limited to machine-readable data, manuscripts or reports, software application displays, data visualizations or other presentation displays. Alternatively, explain if disclosure is limited to Authorized Data Users only.**

|  |
| --- |
| Click here to enter text. |

**Section 6. Use of Additional Organizations**

**If you are using an Additional Organization, complete Attachment A to provide the required information on any Additional Organizations, including any Recipient contractors or agents or other third party that are to possess or have access to the requested data as part of the Project, and acknowledge completion. Provide one copy of Attachment A for each Additional Organization.**

☐ I have completed and attached Attachment A for each Additional Organization that will possess or have access to the requested data.

☐ No Additional Organization is included in this application.

**Section 7. Data Security, Transmission, and Storage**

Authorized Data Users must adhere to the WA-APCD rules, statute, and DUA regarding Data security, transmission, and storage.

1. In the last five (5) years, has Recipient and/or the Additional Organization been subject to a state or federal regulatory action related to a data breach and has it been found in violation and assessed a penalty, been a party to a criminal or civil action relating to a data breach and found guilty or liable for that breach, or had to take action to notify individuals due to a data breach for data maintained by Recipient and/or the Additional Organization or for which the Recipient and/or the Additional Organization was responsible for maintaining in a secure environment?

☐ No

☐ Yes. If you answered yes, describe how the breach was resolved and what steps were taken to prevent a recurrence.

|  |
| --- |
| Click here to enter text. |

1. Has Recipient and/or the Additional Organization violated a data use agreement, nondisclosure agreement or confidentiality agreement in the last three (3) years?

☐ No

☐ Yes. Provide the facts surrounding the violation or data breach, the cause of the violation or data breach, and all steps taken to correct the violation or data breach and prevent a reoccurrence.

|  |
| --- |
| Click here to enter text. |

**Section 8. Attestation**

[Chapter 43.371](https://app.leg.wa.gov/RCW/default.aspx?cite=43.371) Revised Code of Washington (RCW) establishes the framework for the creation and administration of the statewide all-payer health care claims database and [Chapter 182-](https://apps.leg.wa.gov/wac/default.aspx?dispo=true&cite=82https://apps.leg.wa.gov/wac/default.aspx?cite=182-70)70 Washington Administrative Code (WAC) implements [Chapter 43.371 RCW](https://app.leg.wa.gov/RCW/default.aspx?cite=43.371), to facilitate the creation and administration of the Washington All-Payer Claims Database (WA-APCD). The WA-APCD requires that data Recipients and other Authorized Data Users comply with all laws and rules concerning the WA-APCD.

By submitting this Data Application, the Applicant attests that it is aware of its data privacy and security obligations imposed by WA-APCD’s laws and rules and is compliant with the aforementioned privacy and security standards. The Applicant further agrees and understands that it is solely responsible for any breaches or unauthorized access, disclosure, or use of any WA-APCD data provided in connection with an approved Data Application.

By my signature below, I attest to (1) the accuracy of the information provided herein; (2) my organization’s ability to meet the data privacy and security requirements described in this Data Application, supporting documents and penalties associated with the inappropriate disclosures under [RCW 43.371.070(1)](https://app.leg.wa.gov/RCW/default.aspx?cite=43.371.070); and, (3) my authority to bind the organization seeking WA-APCD data for the purposes described herein.

|  |  |
| --- | --- |
| Signature of Data Recipient Authorized Signatory: |  |

|  |  |
| --- | --- |
| Printed Name of Authorized Signatory | Click here to enter text. |
| Title | Click here to enter text. |
| Organization | Click here to enter text. |
| Original Request Date | Click here to enter a date. |
| Date Request Revised | Click here to enter a date. |

**Attachment A. Additional Organizations or Individuals**

**Additional Organization #\_\_\_\_**

1. **Provide the following information for Additional Organizations who will work with the WA-APCD data.**

|  |  |
| --- | --- |
| Company Name | Click here to enter text. |
| Contact Person | Click here to enter text. |
| Title | Click here to enter text. |
| Address | Click here to enter text. |
| Telephone Number | Click here to enter text. |
| Email Address | Click here to enter text. |
| Organization Website | Click here to enter text. |
| Term of Contract | Click here to enter text. |

1. **Will the Additional Organization have access to the data at a location other than your location, your off-site server, or your database?**

☐ No

☐ Yes.

1. **Describe the tasks and products assigned to this Additional Organization for this Project.**

|  |
| --- |
| Click here to enter text. |

1. **Describe your oversight and monitoring of the activity and actions of this Additional Organization.**

|  |
| --- |
| Click here to enter text. |

**EXHIBIT B:**

**CONFIDENTIALITY AGREEMENT**

The Washington All-Payer Claims Database (WA-APCD) Data Recipient [Enter name of Recipient Click here to enter text.] Recipient employees, and all other individuals who will have access to or responsibility for the released Data (Authorized Data Users), including individuals from Additional Organizations, shall execute this WA-APCD Confidentiality Agreement.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Authorized Data User, hereby acknowledge that, pursuant to the Data Use Agreement (“Agreement”) between Recipient, the Washington State Health Care Authority (HCA) and the Lead Organization, I could acquire or have access to confidential information including, but not limited to, individually identifiable patient information, proprietary financial information, allowed cost information, direct patient identifiers, indirect patient identifiers, unique identifiers, or any combination thereof.

I will comply with all of the terms of the Agreement regarding my access, use, and disclosure of any Data. I will at all times maintain the confidentiality of this data. I will not access, use or disclose the Data for any purpose not approved in the Agreement. I will not, either directly or indirectly, disclose or otherwise make the Data available to any unauthorized person, including affiliated entities. I will not attempt to identify parties that have been de-identified in the Data output, “reverse engineer,” decompile, or in any other way attempt to discern the identities of the specific parties or fee schedule allowed amounts contained in the WA-APCD Data. I will not translate, convert, adopt, alter, modify, enhance, add to, delete, or tamper with any WA-APCD Data or in any other way attempt to calculate or determine specific parties’ fee schedule allowed amounts from the WA-APCD Data.

I understand that any violations of this Agreement, [WAC 182-70-500](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-500) through 1[82-70-520](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-520) (data release requirements), [WAC 182-70-250](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-250) (data breaches) and other laws protecting data privacy and security may subject me to criminal or civil liability. I understand the penalties associated with the inappropriate disclosures or uses of direct patient identifiers, indirect patient identifiers, or proprietary financial information adopted under RCW [43.371.070(1)](https://app.leg.wa.gov/RCW/default.aspx?cite=43.371.070) and [WAC 182-70-600](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-600) through 1[82-70-665](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-665). I further understand that the WA-APCD Lead Organization shall notify state and federal law enforcement officials, as applicable, of any Data breaches in connection with any violation of this Agreement.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Title**  | Click here to enter text. |
|  | [ ] Recipient organization [ ] Additional organization |
| **Organization name:** | Click here to enter text. |

|  |  |
| --- | --- |
| **Address** | Click here to enter text. |
| **Telephone number** | Click here to enter text. |
| **Email address** | Click here to enter text. |
| **Date** | Click here to enter text. |

**EXHIBIT C:**

**WA-APCD DATA ACCESS FEE**

Recipient shall remit the following payment to the Lead Organization within 30 calendar days of receipt of WA-APCD Data. .

|  |  |
| --- | --- |
| Product | Fee |
| [ ]  WA-APCD Release Upon Request Analytic Data Set | $250 |
| [ ]  WA-APCD Release Upon Request Public Use File | No Fee |

|  |
| --- |
| Lead Organization (LO): Health Care Authority (HCA) |
| Print name of LO representative: Click here to enter text. |
| Title of LO representative: Click here to enter text. |
| Signature of LO representative: |
| Signature date: |

Per Washington State Health Care Authority supplied invoice remit payment to the following address: Acctspay@hca.wa.gov

**EXHIBIT D:**

**CERTIFICATE OF CONTINUED NEED AND COMPLIANCE**

The Recipient has been approved for the Project entitled Click here to enter text.

to receive the following additional time period(s) or versions of Data:

|  |  |
| --- | --- |
| Time period(s) or Version(s) of Data Requested | Click here to enter text. |

All use of Data shall be governed by Data Use Agreement, dated Click here to enter text., by and between the Washington State Health Care Authority (HCA), the Lead Organization and Recipient. Recipient wishes to receive the additional time period(s) or release versions of the Data and the Lead Organization is willing to provide such Data under the terms of the Agreement.

The Recipient hereby certifies:

[ ] The Recipient is in full compliance with the Data Use Agreement;

[ ]  The time period(s) or release version of Data, identified above, is necessary to complete the Project;

[ ]  No changes have been made to the Project.

The undersigned further acknowledges:

[ ]  Time period(s) or release versions of Data will be provided as available. The Data format and data elements may differ from those Data provided to Recipient for previous time period(s) or versions of Data;

[ ]  The Recipient must remit any applicable Data fees prior to receipt of the Data.

This Certificate is effective as of the date below.

|  |  |
| --- | --- |
| **Effective date:** |  |
| **Signature of authorized signatory:** |  |
| **Printed name:** | Click here to enter text. |
| **Title:** | Click here to enter text. |
|  | [ ] Recipient organization [ ] Additional organization |
| **Organization name:** | Click here to enter text. |
| **Date:** | Click here to enter a date. |

**EXHIBIT E:**

**CERTIFICATE OF PROJECT COMPLETION & DATA DESTRUCTION**

At Project Completion, as defined in the Data Use Agreement, WA-APCD Data, including all copies and all analytic datasets derived from the original Data, must be destroyed so that it cannot be recovered from the electronic storage media. The Data destruction and notification to Lead Organization of the Data destruction, must occur within 10 business days of Completion Date.

Acceptable Data destruction methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store Data must be made unusable by physical destruction. All Data destruction is in compliance with the requirements:

1. In [WAC 182-70-270](https://apps.leg.wa.gov/wac/default.aspx?cite=182-70-270).
2. Recommendations set forth in NIST Special Publication 800-88 Guidelines for Media Sanitization.

This Exhibit E does not apply to the Data output that is disclosed in Exhibit H.

The undersigned hereby certifies that the Project entitled Click here to enter text.

approved under the Data Application dated Click here to enter text.

and subject to the Data Use Agreement dated Click here to enter text.

is complete as of this date Click here to enter text.

The undersigned further certifies as follows (**check the appropriate section**):

[ ] I/we certify that I/we have destroyed all Data received from the WA-APCD in connection with this Data Application and Project, in all media that was used during the Project. This includes, but is not limited to, Data maintained on hard drives and other storage media and all analytic Data sets derived from the original Data.

[ ]  I/we certify that I/we will continue to hold Data pending a request (DUA Exhibit D: Certificate of Continued Need and Compliance) for an extended retention date.

|  |  |
| --- | --- |
| **Project completion date** |  |
| **Form due date\***  |  |
| **Signature:** |  |
| **Title**  | Click here to enter text. |
|  | [ ] Recipient organization [ ] Additional organization |
| **Organization name:** | Click here to enter text. |

|  |  |
| --- | --- |
| **Address** | Click here to enter text. |
| **Telephone number** | Click here to enter text. |
| **Email address** | Click here to enter text. |
| **Date** | Click here to enter text. |

\*within 10 days of project completion date