

University of Wisconsin-Madison

Data Use Agreement for Disclosures of Limited Data Sets

This Data Use Agreement (“Agreement”) is between the Board of Regents of the University of Wisconsin System on behalf of _____ (School or College), Department of _____ at the University of Wisconsin-Madison (“Covered Entity”) and _____ (“Recipient”). This Agreement is effective on _____ (date).

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its associated regulations at 45 C.F.R. Part 160 and 164 (Privacy Rule) requires a Data Use Agreement in connection with the disclosure of a limited data set (LDS) by Covered Entity to Recipient;

WHEREAS, Recipient conducts research, performs public health activities, or performs health care operations using protected health information (PHI) in a LDS as defined by the HIPAA Privacy Rule regulations at 45 C.F.R. 164.514(e);

WHEREAS, Covered Entity wishes to provide to Recipient PHI in a LDS for the purposes of research, public health activities, or health care operations;

THEREFORE, in consideration of the above requirements, the parties agree:

1. RESPONSIBILITIES OF RECIPIENT

- 1.1. Recipient shall use or disclose the LDS from Covered Entity only for purposes of: _____.
- 1.2. Recipient represents and warrants that only the following individuals or groups will use or disclose the LDS received from Covered Entity for purposes described above: _____

- 1.3. Recipient agrees that any agents, including any subcontractor, to whom it provides the LDS shall agree to the same restrictions and conditions contained in this Agreement for its use of the LDS.
- 1.4. Recipient shall use appropriate safeguards to prevent any use or disclosure of the LDS not specified by this Agreement.

- 1.5. Recipient agrees not to perform any of the following actions:
 - 1.5.1. Attempting to identify or contact any individual whose health information is included in the LDS.
 - 1.5.2. Using or further disclosing the information in the LDS for any purpose other than the purpose specified in section 1.1 of this Agreement or as otherwise permitted by law.
 - 1.5.3. Publishing or otherwise disclosing information that identifies the individuals whose health information is included in the LDS.
- 1.6. Recipient agrees not to use or permit others to use information from the LDS that identifies an entity or individual health care provider for any of the following purposes:
 - 1.6.1. To compete commercially against an entity.
 - 1.6.2. To determine the rights, benefits, or privileges of an entity or individual health care provider.
 - 1.6.3. To report, through any medium, information that identifies an entity or individual health care provider.
- 1.7. Recipient agrees not to use, or permit others to use, information from the LDS for purposes not specified by this Agreement in Section 1.1.
- 1.8. Recipient shall report to Covered Entity any use or disclosure of the LDS that is not specified by this Agreement.

2. RESPONSIBILITIES OF COVERED ENTITY

- 2.1. Covered Entity shall provide PHI to Recipient as a LDS in the following format and medium: _____.
- 2.2. Covered Entity shall include in its Notice of Privacy Practices that it may disclose PHI for the purposes of research, public health activities, and health care operations.

3. GENERAL

3.1. This Agreement may be terminated:

3.1.1. By Covered Entity on material breach by Recipient, provided:

3.1.1.1. Covered Entity gives Recipient written notice of the breach, and

3.1.1.2. Recipient fails to cure the breach within thirty (30) days of receipt of such written notice. Covered Entity may agree to extend the time for Recipient's cure of the breach.

3.1.2. By either party upon thirty (30) days written notice to the other, or

3.1.3. In a written agreement signed by both parties.

3.2. The responsibilities of Recipient described in Section 1 of this Agreement shall survive termination of this Agreement.

3.3. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin.

3.4. This Agreement may not be assigned by Recipient without the prior express written consent of the Covered Entity.

3.5. None of the terms of this Agreement are intended to create, nor shall be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of transferring a LDS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the effective date stated above.

Recipient

Signed by: _____ Date _____

Print or Type Name: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Covered Entity

This Agreement must be signed by a UW-Madison Official with Board of Regents signatory authority either in Business Services or Research and Sponsored Programs.

Signed by: _____ Date _____

Print or Type Name: _____

Title: _____

Organization: Board of Regents of the University of Wisconsin System

UW Contact Person

Signed by: _____ Date _____

Print or Type Name: _____

Title: _____

School or College: _____

Department: _____

Phone Number: _____

Email Address: _____