

DATA USE AGREEMENT

This Data Use Agreement (“**Agreement**”) is entered into by the Board of Regents of the University of Wisconsin System, an agency of the State of Wisconsin, on behalf of the University of Wisconsin-Madison (“**UW-Madison**” or “**Covered Entity**”), and the “**Recipient**” identified below. UW-Madison and Recipient may each be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

Recipient: Name: _____
 Address: _____

 Contact Person / Title: _____

 Phone: _____
 Fax: _____
 Email: _____

This Agreement shall be deemed effective as of the date signed by both Parties.

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; and

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

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

In consideration of the above requirements, the parties mutually agree to the following provisions:

1. Responsibilities of Recipient

- 1.1 Recipient shall use or disclose the LDS from Covered Entity only for the following purposes: _____

- 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 determine the rights, benefits, or privileges of an entity or individual health care provider.
 - 1.6.2 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. Miscellaneous

- 3.1 Termination. This Agreement may be terminated in any of the ways provided for in this Section 3.1. The responsibilities of Recipient under Section 1 this Agreement shall survive termination of this Agreement.
 - 3.1.1 By either Party upon thirty (30) days written notice to the other; or
 - 3.1.2 In a written Agreement signed by both Parties; or

3.1.3 By Covered Entity upon material breach by Recipient, provided:

3.1.3.1 Covered Entity provides Recipient written notice of the breach, and

3.1.3.2 Recipient fails to cure the breach within thirty (3) days of receipt of such written notice. Covered Entity may agree to extend the time of Recipient's cure of the breach.

3.2 Notices. Any Notices delivered to Covered Entity or Recipient shall be sent, return-receipt or delivery confirmation requested, to:

UW-Madison HIPAA Privacy Officer
361 Bascom Hall, 500 Lincoln Drive
Madison, WI 53706
hipaa@wisc.edu

With a copy to: *[Add UW contact person]*

And to Recipient via the contact information provided in the preamble to this Agreement.

3.3 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

3.4 Amendment to Comply with HIPAA. Upon the effective date of any amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, this Agreement will automatically amend such that the obligations it imposes on the Recipient remain in compliance with applicable regulations.

3.5 Transferability. Neither party's interest under this Agreement may be transferred or assigned or assumed by any other party, in whole or in part, without the prior written consent of the other party to the Agreement.

3.6 Indemnification. Recipient shall defend, indemnify, and hold the UW-Madison harmless from all claims, liabilities, damages, and judgments involving a third party, including costs and attorney fees, to the extent said claims, liabilities, damages, judgments, attorney fees, and costs are the result of Recipient's failure to meet its obligations herein.

3.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

3.8 Interpretation. Any ambiguity in this Agreement shall be resolved to permit UW-Madison to comply with HIPAA regulations applicable to Covered Entities.

[Proceed to Following Page for Signatures]

IN WITNESS THEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the date signed by both Parties.

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM**

By: _____

Print Name: _____

Print Title: _____

Date: _____

Approved by:

Agreement should be approved by someone from the UW Department or Program disclosing LDS to the Recipient

By: _____

Print Name: _____

Print Title: _____

Print Department/Program: _____

Date: _____

RECIPIENT

By: _____

Print Name: _____

Print Title: _____

Date: _____