

Master Data Transfer and Use Agreement ("Agreement"):

Limited Data Sets (HIPAA)

Parties

Provider: Meriter Hospital, Inc.
202 South Park Street
Madison, WI 53715

Recipient: Board of Regents of the
University of Wisconsin, UW
Madison

Email: UPH_PrivacyOfficer@unitypoint.org

21 N. Park St., Suite 6301
Madison, WI 53715-1218

Email: jack.talaska@wisc.edu

Agreement Term

Start Date: Date of last signature below

End Date: Ten (10) Years after the Start Date

Terms and Conditions

1) Except as otherwise provided herein, Provider shall provide the data set (the "Data") described in a duly executed Attachment 1 to this Agreement (a "Data Request Form") to Recipient for the research, public health, health care operations purpose set forth therein and incorporated herein. Attachment 1 may be modified from time-to-time as mutually agreed upon by the Parties. Each Data Request Form represents a "Project" under this Agreement. Provider shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data other than as set forth herein. The parties agree that Attachment 2, which is incorporated into this Agreement by reference, sets forth the data-specific terms and conditions applicable to the Limited Data Set (LDS) provided under this Agreement for each Project. Unless restricted pursuant to a Data Request Form, the Data may relate to both shared and non-shared patients between Recipient and Provider. "Data" means all information, including images, created when patients receive care at Meriter facilities and maintained in Meriter electronic systems, such as the EMR and PACs approved by Meriter for access. Provider

will work in good faith to process Data Request Forms within 14 days of receipt and shall make the Data available as soon as reasonably practicable thereafter.

2) Recipient shall only use the Data as authorized under this Agreement. Any Limited Data Set provided under this Agreement shall be used solely for the research, public health, or health care operations, including population health activities and quality assurance/improvement projects purposes outlined in the Data Request Form and as described in Attachment 1. The Data will be used solely to conduct the Project and solely by Recipient and Recipient's faculty, employees, fellows, students, employees and agents ("Recipient Personnel") or any other collaborators identified in the Data Request Form ("Collaborator Personnel") that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons"). The parties agree that "Collaborator Personnel" may include other institutions with which Recipient has entered or will be entering into data use agreements for research purposes.

3) Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, commercialize, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Provider. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data set forth in Attachment 2 to this Agreement.

4) Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

5) Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards.

6) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 10, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement with one-hundred and twenty (120) days' written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, any duly executed Data Request Forms will remain in force and subject to the terms of this Agreement for the period indicated therein, unless specifically terminated by the Provider. Recipient shall follow the disposition instructions provided in each respective Data Request Form, provided, however, that Recipient may retain one (1) copy of

the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.

7) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.

8) Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use or disclosure of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

9) Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

10) Provider agrees that Recipient may compile a Limited Data Set using Data. Such compilation shall be done by Recipient Personnel who have been granted access to Provider's electronic medical records systems and who are compiling the Limited Data Set pursuant to a Business Associate Agreement entered into by and between the parties or by Recipient Personnel acting as an honest broker pursuant to further agreement between the parties. Alternatively, Provider may create its own Limited Data Set and provide such Limited Data Set to Recipient. The Recipient may then provide such Data to Collaborators listed on the Data Request Form. Recipient shall enter into a written agreement with Collaborators that complies with all applicable law and contains substantially the same terms and conditions as set forth in this Agreement. Recipient shall notify Provider of substantial deviation from the terms of this

Agreement, and Provider shall have the right to revoke Provider's further participation in the Project.

11) Recipient shall obtain and maintain throughout the term of this Agreement reasonable commercial and cyber insurance to cover the liabilities that may arise from the activities and obligations contemplated herein, with coverage amounts acceptable to Provider. Certificates evidencing the above-described coverage shall be made available to Provider upon request.

13) This Agreement, including all attachments, exhibits, and schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral regarding the subject matter. No amendment to this Agreement shall be effective unless in writing and signed by duly authorized representatives of both parties. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed equivalent to original signatures. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts located in Dane County, Wisconsin.

14) The undersigned Authorized Officials of Provider and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

--Signature Page Follows--

By an Authorized Official of Provider:



Date: 7-14-2025

Name: Laurel Fleming

Title: System Privacy Officer

Contact Information for Formal Notices:

Name: System Privacy Officer

Address: UnityPoint Health, 1776 West Lakes Parkway, West Des Moines, Iowa 50266

Email: UPH_PrivacyOfficer@unitypoint.org

Phone: 515-241-4652

By an Authorized Official of Recipient:



Date: 8/18/2025

Name: Robert Gratzl

Title: Assistant Director of Contracts

Contact Information for Formal Notices:

Name: Jack Talaska

Address: 361 Bascom Hall

500 Lincoln Drive

Madison, WI 53706

Email: jack.talaska@wisc.edu

Phone: (608) 265-4077

**ATTACHMENT 1
DATA REQUEST FORM**

Project Specific Information

1. Limited Data Set Creation (Check One)

- The Limited Data Set will be generated by the Provider
- The Limited Data Set will be generated by the Recipient's Office of the Honest Broker, and subject to the terms of the Business Associate Agreement between the parties dated May 12, 2025.

2. Collaborator Personnel. NOTE: "Collaborators" include individuals affiliated with non-Recipient institutions (e.g., another academic medical center). (Check One)

- No collaborators
- The following entities and/or individuals are collaborators under this project:

*Instructions to the drafter; delete after completion of this section:
Provide the name and contact information of any entity or individual to whom the Limited Data Set will be provided.*

3. Term for Data Use

Start Date: Date of last signature below

End Date: XX (XX) Years after the Start Date

4. Description of Limited Data Set

Instructions to the drafter; delete after completion of this section:

This section of this attachment should provide sufficient information such that each party understands the information that will be transmitted under this Agreement. Examples of information that should be provided include:

* *Whether the Data is obtained from human subjects and, if so, a description of the population included in the Data.*

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* *The number of subjects and/or experiments included*

* *Name of the study that the Data was obtained under*

If there is a particular study that needs to be acknowledged/cited as the source of the Data, this information should be included here.

5. Description of Project

Instructions to the drafter; delete after completion of this section:

This section of this attachment should provide sufficient information such that each party understands the project that the Recipient will perform using the Data. Content of this section will be very similar to the Statement of Work used in other types of Agreements. Examples of information that should be provided include:

* *Objective or purpose of the Recipient's work*

* *A general description of the actions to be performed by the Recipient using the Data and possibly the anticipated results*

* *Include whether or not you are requesting to link the Data requested with other data sets. (If yes, be sure to include any special disposition requirements related to the linked Data sets in Section 7 of this attachment.)*

6. Provider Support and Data Transmission

Provider Data Transmission Contact Person:

Name:

Phone:

Email:

Recipient Data Transmission Contact Person:

Name:

Phone:

Email:

Provider shall transmit the Data to Recipient electronically in accordance with applicable security standards established by the Provider as follows:

Instructions to the drafter; delete after completion of this section: Describe method of transmission.

Upon execution of this Agreement, Provider shall send any specific instructions necessary to complete the transfer of the Data to the contact person listed above, if not already included below in this section of the Data Request Form.

Instructions to the drafter; delete after completion of this section:

This section of this attachment should also provide sufficient information such that each party understands the level of support the Provider will supply to the Recipient. Examples of information that may be appropriate to include in this section are:

- * *Format of Data*
- * *Provision of Data dictionary*
- * *Availability of Provider to assist Recipient in understanding the Data structure (e.g. variables, code lists, etc.)*
- * *If/how Data will be revised and resent if errors are found by the Recipient*
- * *Specific instructions necessary to complete the transfer of the Data, if available/appropriate, and any support supplied by the Provider for the transfer.*

7. Disposition Requirements upon the termination or expiration of the Agreement

Upon termination of this Agreement, Recipient shall destroy or return Data. The provisions in sections 2, 3, 4 and 8 (Terms and Conditions), survive termination of the Agreement with respect to any copy of Data retained in accordance with Section 6.

ATTACHMENT 2
Data-specific Terms and Conditions
HIPAA Limited Data Set

1. The Data provided under this Agreement are a Limited Data Set (LDS) as that term is defined by the HIPAA Privacy Rule at 45 CFR 164.514(e).
2. Nothing herein shall authorize the Recipient to use or further disclose the Limited Data Set provided by Provider or generated by the Recipient's Office of the Honest Broker ("Honest Broker") in a manner that would violate the requirements of Provider under 45 CFR 164.514.
3. Recipient shall not use or further disclose the Limited Data Set other than as permitted by this Agreement, a duly executed Data Request Form, or as otherwise required by law.
4. Recipient shall ensure that the security standards specified by Provider are met, which standards may be updated from time to time.
5. Recipient shall report to Provider (i) any Security Incident and (ii) any unauthorized use or disclosure of PHI by Recipient, its agents or subcontractors within Five (5) business days of discovery by Recipient, together with any remedial action taken or proposed to be taken with respect to such improper use or disclosure. The report shall include Recipient's risk assessment, which conforms to the requirements of 45 C.F.R. 164.402, as to the probability that the impermissible use or disclosure did or did not compromise PHI that conforms to the requirements of HIPAA. Recipient shall cooperate with Provider in mitigating any harmful effects of such improper use or disclosure. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access use or disclosure, modification or destruction of information or interference with the system operations in an information system. Recipient shall provide in such notice the remedial or other actions undertaken to correct the unauthorized Use or Disclosure.
6. Provider is a HIPAA Covered Entity, and the Data will either be (i) converted to a Limited Data Set pursuant to the Business Associate Agreement entered into by the Honest Broker with Provider, or (ii) provided by Provider as a Limited Data Set. In accordance with Section 164.514(e)(2) of the HIPAA Privacy Rule, the Limited Data Set shall exclude the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - (i) Names;

- (ii) Postal address information, other than town or city, State, and zip code;
- (iii) Telephone numbers;
- (iv) Fax numbers;
- (v) Electronic mail addresses;
- (vi) Social security numbers;
- (vii) Medical record numbers;
- (viii) Health plan beneficiary numbers;
- (ix) Account numbers;
- (x) Certificate/license numbers;
- (xi) Vehicle identifiers and serial numbers, including license plate numbers;
- (xii) Device identifiers and serial numbers;
- (xiii) Web Universal Resource Locators (URLs);
- (xiv) Internet Protocol (IP) address numbers;
- (xv) Biometric identifiers, including finger and voice prints; and
- (xvi) Full face photographic images and any comparable images.

If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code. Likewise, if the Honest Broker is responsible for creating the Limited Data Set, the Honest Broker is responsible for maintaining the separation between the coded Data and the key. Authorized Personnel outside of the Honest Broker shall not have access to the key or code, and Honest Broker shall not provide any key or code to such Authorized Personnel.

7. Recipient will not use the Limited Data Set, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of the Limited Data Set without specific written approval from Provider and appropriate Institutional Review Board approval, if required pursuant to 45 CFR 46. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider's reasonable written instructions, which may include return or destruction of the identifiable information.

8. By signing this Agreement, and any Data Request Form hereunder, Recipient provides assurance that relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB or ethics review or approval that may be required.
9. The parties agree to take such action as is necessary to amend this Agreement, from time to time, in order for the Provider to remain in compliance with the requirements of HIPAA.