LIMITED DATA USE AGREEMENT

This document represents a Limited Data Use Agreement for the period of Choose/enter date through Choose/enter date by and between the Wisconsin Department of Health Services (DHS), Choose Division at Enter address/city/state/zip ("Department/Division"), and Enter organization at Enter address/city/state/zip ("Recipient") whereas the Recipient performs certain research, public health or health care operations as defined in 45 CFR 164.501.

In the event of any inconsistency between the provisions of this Agreement and mandatory provisions of the federal Health Insurance Portability and Accountability Act (HIPAA), as amended, the HIPAA provisions shall control. Where provisions of this Agreement are different from those provided in HIPAA, but are permitted by HIPAA, the provisions of this Agreement shall control.

A. Use or Disclosure of Data

As permitted by this Agreement, Recipient may use or disclose data provided to it by Department/Division for the following limited purposes as described below: ☐ health care operations ☐ public health or ☐ research purposes: Describe what data is needed and the purposes for use or disclosure of data OR include as an attachment and delete this text

B. Obligation of Department Division

Department/Division agrees to disclose the following protected health information (PHI) to Recipient. The data set may contain dates (e.g., admission, discharge and services dates, date of birth, date of death or age) and geographical information, such as town, city, county, state or zip code. The data set shall exclude all of the following identifiers of the individual who is the subject of PHI, or of relatives, employers or household members of the individual: names; postal address information other than town or city, county, state, and zip code; telephone numbers; fax numbers; electronic mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers; Web universal resource locators (URLs) or internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

C. Obligations of Recipient (Data User)

1. **Safeguards**. Recipient shall use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of data other than as provided by this Agreement. Data will be shared in a secure manner, and data will only be stored on a secure server or encrypted device.

2. **Minimum Necessary**. Recipient represents the data set contains the minimum necessary information to accomplish the purposes identified in this Agreement.

3. **Nondisclosure Except as Provided in Agreement**. Recipient will not use or further disclose data or information provided pursuant to this Agreement other than as permitted by this Agreement or as otherwise permitted by law.

4. **Identification and Contacting of Individuals**. Recipient shall not attempt to identify individuals based upon the information obtained or contact individuals included in the data without the prior written approval of Department/ Division.

5. **Recipient Data User's Agents**. The data and information received from Department/Division cannot be provided or shared with any other party, including agents (other than authorized staff) or subcontractors, without the prior written approval of Department/Division. Recipient shall ensure that any agents, including subcontractors to whom it provides a data set, agree to the same restrictions on use and access that apply to Recipient and shall use appropriate safeguards to protect the data from misuse or inappropriate disclosure of the data other than as provided in this Agreement or as otherwise permitted by law or regulation.

6. **Reporting**. Recipient shall report to Department/Division within three business days upon becoming aware of any use or disclosure of information not authorized by this Agreement or applicable law.

7. Recipient shall not change the definition, data condition or use of a data element or segment in any of the data or information provided pursuant to this Agreement.

Choose One or DELETE if not applicable

D. **Effective Dates and Termination**

1. This Agreement shall continue in effect until Choose/enter date, unless terminated by Recipient with written notice to the Administrator of the Choose Division. Department/ Division may terminate this Agreement by written notice to Recipient.

2. **Termination for Cause**. Should Recipient commit a material breach of this Agreement, Department/Division may immediately suspend further disclosure of data to Recipient. If the breach is not cured within 30 days after Department/Division sends notice of breach to Recipient, then Department/Division shall discontinue disclosure of data and terminate the agreement. Department/Division will report the problem to the Department Privacy Officer, who will contact the federal Department of Health and Human Services, if appropriate.

3. **Effects of Termination**.
   a. Upon termination, cancellation, expiration or other conclusion of the Agreement, Recipient shall, within 30 days, return all data to Department/Division or provide written documentation to Department/Division certifying that it has destroyed all data and information provided by Department/Division remaining in Recipient's possession.
   b. If the Recipient believes that return or destruction of the data is not feasible, the Recipient shall provide written notification of the conditions that make return or destruction not feasible. The terms and provisions of this Agreement that protect such information shall survive the termination of this Agreement and that such information shall be used or disclosed solely for such purpose or purposes for which it was intended under this Agreement.

SIGNATURE – Enter title
Enter name
Choose Division

Date Signed

SIGNATURE – Requestor
Enter name
Enter organization

Date Signed