

**Model Data Use Agreement
For Receiving Analytic Files
(5. Other Limited, version 6-23-03)**

This Data Use Agreement (the “Agreement”) is entered into as of _____, 200_, (the “Effective Date”) by and between [*Insert Organization Name*], (the “Covered Entity”) and _____, (the “Recipient”), (collectively, the “Parties”).

WHEREAS, [*Insert Organization Name*] is a “Covered Entity” (directly or by virtue of receiving a limited data set from another Covered Entity) as that term is defined in the Health Insurance Portability and Accountability Act Privacy Rule, 45 C.F.R. §160-164, as amended from time to time (the “Privacy Rule”);

WHEREAS, [*Insert Name of Recipient*] is a recipient of a Limited Data Set from the Covered Entity;

WHEREAS, pursuant to the Privacy Rule, the Recipient must agree in writing to certain mandatory provisions regarding the use and disclosure of the Limited Data Set; and

WHEREAS, the Parties wish to enter into this Agreement to comply with the requirements of the Privacy Rule.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Limited Data Set means a data set that has had the following Protected Health Information for the individual, his/her relatives, employers or household members removed:
 - Names;
 - Street or Postal address information (other than town/city, state, 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, including license plate numbers
 - Device identifiers and serial numbers
 - Web Universal Resource Locators (URLs)
 - Internet Protocol (IP) address numbers
 - Biometric identifiers, including finger and voice prints
 - Full face photographic images and any comparable images.

2. The Limited Data Set may include the following identifying information:

- The town or city, state and zip code of the individual, his/her relatives, employers or household members
- Dates, including dates of behaviors or services converted to days before or after intake and the federal fiscal year of intake
- Age (in years) at intake
- A unique research identifying number, characteristic or code

3. The Limited Data Set may also include non-identifying information, including the type of treatment or service received or randomly assigned and the amount of services received as well as the facility location.

4. The Recipient will not have access to the linkage file that will connect the Limited Data Set back to the PHI. The Covered Entity should destroy the linkage file within two (2) years of study completion unless there is an extension of follow-up and a subsequent consent signed.

5. Recipient may use or disclose the Limited Data Set only for purposes of research, public health or health care operations. Research is the systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. All other capitalized terms not defined herein shall have the same meaning as in the Privacy Rule.

6. Recipient agrees not to use or disclose the Limited Data Set if such use or disclosure by the Covered Entity would be a violation of the Privacy Rule.

7. Recipient agrees it will not use or further disclose the Limited Data Set other than as permitted or required by this Agreement or as required by law.

8. Recipient agrees to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this Agreement.

9. Recipient agrees to report to the Covered Entity, in writing, any use or disclosure of the Limited Data Set not provided for by this Agreement of which it becomes aware.

10. In the event that Recipient is permitted by law to provide the Limited Data Set to a third party, Recipient agrees to ensure that the third party, including a subcontractor, to whom it provides the Limited Data Set agrees, in writing, to the same restrictions and conditions that apply to the Covered Entity with respect to such information by executing a similar Data Use Agreement.

11. Recipient will not (re)identify or contact the individuals who are the subjects of the information.

12. This Agreement shall remain in effect for as long as Recipient maintains the Limited Data Set.

13. Recipient shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach of this Agreement by Recipient as determined by a court of competent jurisdiction.

14. None of the provisions of this Agreement is intended to create, nor shall any be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.

15. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule or the Security Rule or any other applicable federal or state regulations. Any amendment shall require the mutual written consent of the parties.

16. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.

17. The Parties shall each be solely responsible for their own compliance with all applicable law.

18. The Parties acknowledge that this Agreement represents the entire understanding between the Parties regarding the Limited Data Set and that there are no other agreements, either oral or written, between them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

SITE: _____
Corporate Representative:

CE: _____
Corporate Representative:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Technical Representative:

Technical Representative:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____