

DATA USE AGREEMENT FOR LIMITED DATA SET

This Data Use Agreement for a Limited Data Set ("Agreement") is effective on the _____ day of _____, 201__ by and between the University of Florida Board of Trustees ("Covered Entity") and _____ ("Recipient").

WHEREAS, the University of Florida Board of Trustees, specifically its health care components, is a Covered Entity as defined in the enacting regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the Covered Entity is providing Recipient with a Limited Data Set ("LDS") of Protected Health Information ("PHI") as defined in 45 CFR 164.514(e)(2), so that the Recipient is a Limited Data Set Recipient, as the term is used in 45 CFR 164.514(e)(1);

WHEREAS, it is the intent of both parties to fully comply with HIPAA, and other state and federal laws related to confidentiality and information security;

NOW THEREFORE, the parties agree as follows:

- I. Definitions - Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA.
- II. Responsibilities of Recipient
 - A. Recipient agrees to limit the use and disclosure of the LDS to the conduct of the research described below ("Authorized Purpose"): [*specify the research being conducted and the general purpose for the LDS (attach separate sheet if necessary).*]
 - B. If Recipient receives identifiable data to create a LDS, Recipient agrees to exclude the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 1. Names
 2. Postal address information, other than town or city, state, and zip code
 3. Telephone numbers
 4. Fax numbers
 5. Electronic e-mail addresses
 6. Social security numbers
 7. Medical records numbers
 8. Health plan beneficiary numbers

9. Account numbers
 10. Certificate/license numbers
 11. Vehicle identifiers and serial numbers, including license plate numbers
 12. Device identifiers and serial numbers
 13. Web Universal Resource Locators (URLs)
 14. Internet Protocol (IP) address numbers
 15. Biometric identifiers, including finger and voice prints
 16. full face photographic images and any comparable images
- C. Recipient agrees to limit the use and disclosure of the PHI to those members of its workforce and any agents or subcontractors who have a legitimate business need to access the LDS for the purposes described in Section A. above.
- D. Recipient agrees that it, and any members of its workforce, who have access to the LDS shall not use or further disclose the PHI other than as permitted by this Agreement, or as otherwise required by law or regulation.
- E. Recipient agrees to ensure that any agent, including a subcontractor, to whom it provides the LDS, agrees to the same restrictions and conditions that apply through this Agreement to the Recipient with respect to such information.
- F. Recipient shall use appropriate safeguards to protect the PHI from misuse or inappropriate disclosure and to prevent any use or disclosure of the PHI other than as provided in this Agreement, or as otherwise required by law or regulation.
- G. Recipient shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.
- H. Recipient agrees to report to Covered Entity any use or disclosure of the LDS not provided for by this Agreement of which it becomes aware, including, without limitation, any disclosure of PHI to an unauthorized subcontractor, within ten (10) days of its discovery.

III. Responsibilities of Covered Entity

- A. Covered Entity agrees to provide PHI to Recipient as a LDS, which shall include the following data elements:
- B. If Covered Entity creates a LDS using identifiable data, Covered Entity agrees to exclude the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
1. Names
 2. Postal address information, other than town or city, state, and zip code
 3. Telephone numbers
 4. Fax numbers

5. Electronic e-mail addresses
6. Social security numbers
7. Medical records numbers
8. Health plan beneficiary numbers
9. Account numbers
10. Certificate/license numbers
11. Vehicle identifiers and serial numbers, including license plate numbers
12. Device identifiers and serial numbers
13. Web Universal Resource Locators (URLs)
14. Internet Protocol (IP) address numbers
15. Biometric identifiers, including finger and voice prints
16. full face photographic images and any comparable images

IV. Term and Termination

- A. The term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Recipient is destroyed or returned to Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Recipient. If it is not feasible to return or destroy the PHI, the obligation under the Agreement to protect such information shall survive termination of this Agreement. Recipient shall provide Covered Entity with notification of the conditions that make return or destruction of the PHI infeasible.
- B. In the event that Recipient breaches this Agreement, Covered Entity, in its sole discretion, may: i) terminate this Agreement upon written notice to Recipient; or ii) request that Recipient, to the satisfaction of Covered Entity, take appropriate steps to cure such breach. If Recipient fails to cure such breach to Covered Entity's satisfaction in the time prescribed by Covered Entity, Covered Entity may terminate this Agreement upon written notice to Recipient.

VII. Miscellaneous

- A. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- C. Any notice permitted or required by this Agreement shall be in writing and sent to the contact address as noted below or as may be provided by either party to the other in writing from time to time.

Notice to Covered Entity shall be to:

Notice to Recipient shall be to:

- D. Nothing in this Agreement shall be construed to create any relationship between the parties, other than that of independent entities contracting with each other for the sole purpose of transferring a LDS. This Agreement does not constitute either party as the agent, legal representative, or employee for any purpose whatsoever of the other party, and neither party is hereby granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind the other party.

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

The University of Florida Board of Trustees

Recipient

By

By

Date

Date

Read and acknowledged by:

Investigator