

This form is intended to serve as a sample for Michigan attorneys assisting clients with forms for HIPAA compliance. Under HIPAA preemption standards a HIPAA form is not intended to replace a current form being used in compliance with applicable Michigan law. Use of the sample HIPAA forms will require integration of the HIPAA sample form with existing forms currently in use. The attorney also may wish to consult the HIPAA Matrix to determine if any preemption issue under Michigan law needs to be addressed in the form. This form is for educational purposes only and does not constitute, and may not be relied upon, as legal advice.

DATA USE AGREEMENT

THIS IS AN ADDENDUM TO THE Contract/Agreement between _____ (“Hospital”) and _____ (“Vendor”) (Hospital and Vendor collectively, the “Parties”). Hospital means the Hospital entity that has an agreement for goods and/or services with Vendor. This Addendum is entered into this _____ day of _____, 200_, and its provisions are effective April 14, 2003.

INTRODUCTION

Hospital and Vendor are operating pursuant to, and previously entered into, an agreement for _____; (the “Agreement”);

Hospital discloses a Limited Data Set in connection with those services; and

Hospital is a “Covered Entity” within the meaning of the Health Insurance Portability and Accountability Act 1996, as amended (the “HIPAA Rules”); and

The Parties desire to enter into this Addendum to the Agreement to comply with the provisions in the HIPAA Rules regarding the use and disclosure of health information in Limited Data Sets.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Preparation of the Limited Data Set.** Hospital shall prepare and furnish to Vendor a Limited Data Set in accordance with the HIPAA Regulations.
2. **Minimum Necessary.** In preparing the Limited Data Set, Hospital shall include the data fields specified by the Parties from time to time, which are the minimum necessary to accomplish the purpose for such disclosure.
3. **Obligations of Vendor to Maintain Confidentiality.** Vendor shall maintain the security and confidentiality of the Limited Data Set as required of Hospital by applicable laws and regulations, including the HIPAA Rules and the regulations promulgated thereunder. Vendor covenants and agrees to the following:
 - a. Vendor shall use or disclose the Limited Data Set only as permitted by this Agreement or as required by law;
 - b. Vendor shall use appropriate internal safeguards to prevent the use or disclosure of the Limited Data Set for other than its direct performance of services for Hospital pursuant to the Agreement;

- c. Vendor shall provide a written report to Hospital of any use or disclosure of the Limited Data Set not authorized in this Addendum (an “Unauthorized Use or Disclosure”) including the remedial action taken by Vendor within three (3) business days of the Unauthorized Use or Disclosure. The report shall be sent via first class mail or express courier to:
 - d. HIPAA Coordinator
Hospital
 - e. Vendor may disclose the Limited Data Set to agents and subcontractors Vendor retains to assist it in the performance of services to Hospital under this Agreement if and only if all such agents and subcontractors agree in writing to the same requirements and restrictions with respect to the Limited Data Set as are set forth in this Addendum, including, without limitation, the reporting requirement set forth in this Addendum. Vendor agrees to make such agreements available to Hospital for review upon request by Hospital; and,
 - f. Vendor agrees not to use the information in the Limited Data Set to identify or contact the individuals who are data subjects.
4. **Amendment.** Upon enactment of any law or regulation affecting the use or disclosure of health information, or the publication of any decision of a court of the State or the United States relating to any such law, or the publication of any interpretative policy or opinion of any government agency charged with the enforcement of any such law or regulation, Hospital, by written notice to Vendor, may amend the Agreement in such manner as Hospital determines necessary to comply with such law or regulation.
 5. **Termination of Agreement.** Hospital may terminate the underlying Agreement immediately upon written notice to Vendor without damages or liability to Hospital if Hospital determines that Vendor has violated a material term of this Addendum. Hospital, at its option and within its sole discretion, may (a) take steps to cure the violation; and (b) in the event of such a cure, elect to keep the Agreement in force.
 6. **Binding Effect.** Except as otherwise provided herein, the terms and conditions of the Agreement shall remain in full force and effect. The terms and conditions of this Addendum shall remain in full force and effect following termination of the Agreement.

IN WITNESS WHEREOF, the Parties have signed this Addendum effective as of the above date.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____