

University of Mississippi Medical Center
Data Use Agreement
Protected Health Information

This Data Use Agreement (“DUA”) is effective on the ____ day of ____, 20__, (“Effective Date”) by and between University of Mississippi Medical Center (UMMC) (“Data Custodian”), and _____ (“Recipient”), located at _____ collectively hereinafter referred to as the “Parties”.

UMMC (“Data Custodian”) is a “Covered Entity” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and UMMC is providing Recipient with Protected Health Information (“PHI”) as defined in 45 Code of Federal Regulations (CFR) §160.103. This DUA shall not be construed as creating HIPAA liabilities if HIPAA is not applicable to the data use and disclosure provided for under this agreement.

The Parties agree to the provisions of this DUA in order to address the requirements of HIPAA and to protect the interest of both Parties.

Description of Data Requested: Example: “Dataset which shows all patients with the diagnoses of 428.0 (congestive heart failure) for the date range of 01/01/00 – 12/31/00. Include the last name of the patient, their zip code, DOB, and MRN. If possible, I will need this report sent to me in an Excel spreadsheet with each item (Pt. LN, zip code, DOB, MRN) in a separate column.”

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this DUA shall have the definitions set forth in HIPAA. In the event of any inconsistency between the provisions of this DUA and mandatory provisions of HIPAA, as amended, the HIPAA provision shall control. Where provisions of this DUA are different than those provided in HIPAA, but are permitted by HIPAA, the provisions of this DUA shall control. PHI shall mean Individually Identifiable Health Information.

2. **OBLIGATIONS OF DATA RECIPIENT.**

2.1 **Permitted Use or Disclosure.** Select the following as appropriate:

Decedent Information. Under HIPAA, the use or disclosure of PHI is permitted without written Authorization from the personal representative of the patient, a Waiver of Authorization, or DUA when for research as long as the Covered Entity obtains certain representations from the researcher; However, UMMC requires a DUA in order to obtain representations. By executing this DUA, Recipient is declaring 1) Use or disclosure being sought is solely for research and use of PHI of decedents; 2) PHI being sought is necessary for research; and 3) At the request of the Covered Entity, documentation of the death of the individuals about whom information is being sought. Decedent information is protected for 50 years following the date of death.

Treatment/Payment/Healthcare Operations within UMMC. Under HIPAA, the use or disclosure of PHI is permitted without the patient’s written Authorization when for Treatment, Payment, or Health Care Operations (TPO). Definitions of these activities are specified in 45 CFR §164.501. Employees are to use and disclose only that information that is minimally necessary to perform their job duties. By executing this DUA, employee agrees to data use and/or disclosure obligations.

IRB Approved Research. Under HIPAA, the use or disclosure of PHI for research is permitted without the patient's written Authorization, if a HIPAA Waiver of Authorization or HIPAA Alteration of Authorization from an Institutional Review Board (IRB) or Privacy Board has been approved. By executing this DUA, Recipient declares receipt of IRB approval and shall attach one of the following approval letters 1) HIPAA Alteration of Authorization; or 2) HIPAA Waiver.

Limited Data Set. Under HIPAA, the use or disclosure of PHI is permitted without the patient's written Authorization when it is for Research, Public Health, or Health Care Operations, as long as a DUA is obtained. Specific details shall be provided on the last page. Recipient shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.

A Limited Data Set excludes the following identifiers: 1) Names; 2) Postal address information, other than town or city, State, and zip code; 3) Telephone numbers; 4) Fax numbers; 5) Electronic mail addresses; 6) Social security numbers; 7) Medical record 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; and 16) Full face photographic images and any comparable images.

Preparatory to Research. Under HIPAA, the use or disclosure of PHI is permitted without the patient's written Authorization, a Waiver of Authorization, or DUA as long as the Covered Entity obtains certain representations from the researcher; However, UMMC requires a DUA in order to obtain representations. By executing this DUA, Recipient is declaring 1) I will not remove any PHI from the Covered Entity; and 2) PHI for which access is sought is necessary for the research purpose.

Please select the box that most accurately reflects the nature of your request:

- That the use or disclosure of the PHI is solely to prepare for a research protocol or for similar purposes preparatory to research; or**
- The review is only for the possible recruitment of participants.**

If the purpose of the PHI is to recruit participants, the investigator should coordinate the initial patient contact through the attending physician. If the patient does not object to being contacted by the investigator, then the investigator may talk directly to the patient about the study.

2.2 Recipient Use or Disclosure. Recipient agrees that it, and any employees, agents and subcontractors to whom it discloses the PHI, will not use or further disclose the PHI other than as permitted by this DUA, or as otherwise required by law or regulation. Any person or entity receiving PHI from Recipient shall agree to the same restrictions and/or obligations of the Recipient as set forth in this DUA.

2.3 Safeguards. Recipient and any employees, agents, and subcontractors 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 DUA or as otherwise required by law or regulation.

2.4 Storage and Transmission. Data sets containing “sensitive” elements or PHI should be stored in a secure encrypted method. This applies to any storage device (hard drive, USB drive, CD/DVD). At no time should this data be stored on any hosted service or unencrypted physical drive. Any transmission of this data should be encrypted as well. At no time should data be transferred to anyone other than as permitted by this DUA, or as otherwise required by law or regulation.

2.5 Data Security Plan. Please provide responses to the questions below. If further space is required, please use the final page.

(a) **Storage.** How will the data be stored? Where will the data be stored?

(b) **Access.** Who will have access to the data?

(c) **Protections.** How will the data be protected?

2.6 Reporting. Recipient shall report, within 5 working days, to UMMC any use or disclosure of the PHI that is not provided for in this DUA, any Security Incident involving electronic PHI and any Breach of Unsecured PHI of which the Recipient becomes aware. Recipient will take reasonable steps to limit any further such use or disclosure.

3. TERM and TERMINATION.

3.1 Term. The Term of this DUA shall be effective as of the date first written above, and shall terminate when all the PHI provided by UMMC to Recipient is destroyed or returned to the UMMC Data Custodian, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

3.2 Termination for Cause. Should Recipient commit a material breach of this DUA, which is not cured within thirty (30) days after Recipient receives notice of such breach from the UMMC, then the Covered Component will discontinue disclosure of PHI and will report the problem to the Secretary, U. S. Department of Health and Human Services.

3.3 Effects of Termination.

(a) Except as provided in paragraph (ii) of this subsection, within ten (10) days upon termination of this DUA, Recipient shall return or destroy all PHI received from the UMMC. This provision shall apply to PHI that is in the possession of subcontractors or agents of Data Recipient. Recipient shall retain no copies of the PHI.

(b) In the event that Recipient determines that returning or destroying the PHI is infeasible, Recipient shall provide to UMMC notification of the conditions that make return or destruction infeasible.

Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Data Recipient shall extend the protections of this DUA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Recipient maintains PHI.

UMMC:

Recipient:

(Date)

(Date)

(Signature)

(Signature)

Stacy Baldwin
(Printed Name)

(Printed Name)

Executive Director
(Title)

(Title)

Office of Integrity and Compliance
(Department)

(Department)

Complete the section below for a Limited Data Set:

Research.

(a) Description of Research:

(b) IRB Protocol Number:

(c) Expected disclosure to third parties? If yes, please identify third party recipients below.

Public Health.

(a) Description of Public Health Purpose:

(b) Expected disclosure to third parties? If yes, please identify third party recipients below.

Health Care Operations.

(a) Description of Health Care Operations Purpose:

(b) Expected disclosure to third parties? If yes, please identify third party recipients below.

ADDITIONAL INFORMATION: