LIMITED DATA SET REQUEST AND DATA USE AGREEMENT

For Facility Use Only: Date Request Received: ____/____/____

Instructions: Carefully review and complete this Request for a Limited Data Set of PHI and Data Use Agreement. If you have any questions about how to complete this request, or the Data Use Agreement requirements, contact the Privacy Officer by phone at 504-568-2350. LSUHSC-NO reserves the right to approve, approve with modifications, or deny this request. Please complete this entire document to facilitate review of your request.

REQUEST FOR LIMITED DATA SET

1.0 We (as identified below in section 8) request to use and receive a Limited Data Set of Protected Health Information (PHI) from LSUHSC-NO for the following purpose(s). Check all that apply:

    1.1 __ Research – specify intended uses and disclosures of the Limited Data Set:

        _____
        _____
        _____

    1.2 __ Public Health – specify intended uses and disclosures of the Limited Data Set:

        _____
        _____
        _____

    1.3 __ Health Care Operations – specify intended uses and disclosure of the Limited Data Set:

        _____
        _____
        _____

2.0 We request the following data from LSUHSC-NO and have determined that this information is the minimum necessary PHI needed for the purpose(s) identified above in section 1.0:

    2.1 Type of Data or Records Requested:

        _____
        _____
        _____

    2.2 Dates of Service for the Data or Records:

        _____
        _____
        _____

2.3 Data or Records to Exclude, if any:

_____

_____

_____

2.4 Additional Data or Record Parameters:

_____

_____

_____

2.5 Requested Record Layout or Format:

_____

_____

_____

2.6 Other Requirements:

_____

_____

_____

DATA USE AGREEMENT

3.0 Requesting Party. Please check box below:
   3.1 __We are current members of the LSUHSC-NO workforce and have signed the facility's Confidentiality Agreement and agree to the parameters of this Data Use Agreement.

   3.2 __We are NOT members of the LSUHSC-NO's workforce and agree to the parameters of this Data Use Agreement.

4.0 We understand as recipients of a Limited Data Set from LSUHSC-NO. I/we will adhere to the following Data Use Agreement requirements:
   4.1   We understand that the information included in the Limited Data Set is considered to be protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA) and any use or disclosure of PHI is regulated by HIPAA, and other federal and state laws and regulations.
   4.2   We will only use or disclose the information in this Limited Data Set as described above.
   4.3   We understand this Data Use Agreement does not authorize or permit me/us to use or further disclose the information that would violate any federal, state, or local laws and regulations.
   4.4   Only those listed in section 3.0 and 8.0 in this document are permitted to use or receive the Limited Data Set.

4.5   We will use appropriate safeguards to prevent use or disclosure of the information other than as provided by this Data Use Agreement.

4.6   We will report to LSUHSC-NO Privacy Officer any use or disclosure of the information not provided for by this Data Use Agreement of which I/we become aware.

4.7   We will ensure that any agents, including subcontractors, to whom I/we provide the Limited Data Set to agree to the same restrictions and conditions that, apply to us, the Limited Data Set recipient(s), with respect to the Limited Data Set.

4.8   We will not identify the information or contact any of the individuals (patients, patient's family members, employers, or household members) identified or otherwise included in the Limited Data Set.

4.9   We will not attempt to link any information in the Limited Data Set with personally identifiable records from any other source.

4.10   We will not (nor will I/we permit others to) copy, sell, rent, license, lease, loan, or otherwise grant access to the data covered by this Data Use Agreement to any other person or entity.

4.11   We will not use the limited data set for any purposes other than those listed in this Limited Data Set Request and Data Use Agreement.

4.12   At the conclusion of the use of the Limited Data Set, we agree to destroy all copies of the Limited Data Set, unless otherwise provided for in this Agreement.

5.0 LSUHSC-NO must take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful LSUHSC-NO will:

5.1   Discontinue disclosure of protected health information to us; and

5.2   Report the problem to the Secretary of the Department of Health and Human Services.

6.0 <u>Covered Entity as Recipient of Limited Data Set</u>. If the recipient of the Limited Data Set is LSUHSC-NO or another covered entity as defined in the HIPAA Privacy Rule and the recipient violates this Data Use Agreement, the recipient will be in noncompliance with the HIPAA Privacy Rule's standards, implementation specifications, and requirements for use and disclosure of a Limited Data Set. If we are a covered entity and are found to be noncompliant with the HIPAA Privacy Rule, I/we understand we may be subject to civil or criminal penalties.

7.0 We understand that LSUHSC-NO may charge reasonable fees for creating and delivering Limited Data Sets and LSUHSC-NO will notify us of these fees in advance.

8.0 REQUESTOR/RECIPIENT INFORMATION

We are the requestor(s) and recipient(s) of the Limited Data Set identified in this document and agree to provisions of this Data Use Agreement (If necessary, use a separate page to identify all names of individuals or organizations requesting or receiving the Limited Data Set information, and attach to this document):

Name: _____

Title: _____

Organization: _____

Address: _____

City, State ZIP: _____

Telephone: (_____) _____-_____ Fax :(_____) _____-_____

E-mail: _____

Signature: _____

Date: ____/____/____

****

Name: _____

Title: _____

Organization: _____

Address: _____

City, State ZIP: _____

Telephone: (_____) _____-_____ Fax: (_____) _____-_____

E-mail: _____

Signature: _____

Date: ____/____/____

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9.0 Review decision. Check one:

__ Request Denied
__ Request Approved
__ Request Approved with the following modification:

_____
_____

10.0 Fees Due to LSUHSC-NO, if applicable:

10.1 Amount Due: _____

10.2 Date Fees Collected: _____

Signature: _____

Title: _____

Department: _____

Date: ____/____/____