

HIPAA Compliance Assurance

Project Title:

NAME OF RESPONSIBLE PERSON TO USE OR RECEIVE THE LIMITED DATA SET

LAST NAME, FIRST NAME, MIDDLE INITIAL/ORGANIZATION NAME:

LIST ALL OTHER PERSONS WHO WILL HAVE ACCESS TO, USE, OR DISCLOSE THE INFORMATION: [45 CFR § 164.514(E)(4)(A)(II)(B)]

ASSURANCES

- The requested information and/or dataset is/are the minimum required to successfully complete this project.
- The use of this information presents no more than minimal risk to clients, staff or researchers.
- The privacy risks of this project are reasonable in relation to the anticipated benefits of the research

DATA TO BE DISCLOSED

INTENDED USES AND DISCLOSURES OF LIMITED DATA SET

(The purpose is limited to research, public health or health care operations as defined by the HIPAA Privacy Rule, 45 CFR § 164.501) [45 CFR § 164.514(e)(4)(ii)(A)]

SPECIFIC PLAN TO PROTECT DATA SET DURING TERM OF PROJECT

SPECIFIC PLAN TO DESTROY OR RETURN DATA SET AT CONCLUSION OF PROJECT

AGREEMENT

In exchange for access to the limited data set, I, and those listed above agree to the following:

- will not use or further disclose the information accessed or received other than as permitted by this data use agreement or as otherwise required by law. [45 CFR § 164.514(e)(4)(ii)(c)(1)]
- will use appropriate safeguards to prevent the use or disclosure of the information other than as provided for by the data use agreement. [45 CFR § 164.514(e)(4)(ii)(c)(2)]
- will report to DBH any use or disclosure of the information not provided for by this data use agreement of which I, or those listed above become aware. [45 CFR § 164.514(e)(4)(ii)(c)(3)]
- ensure that any agents, including a subcontractor, to whom I, or those listed above provide the limited data set agree to the same restrictions and conditions that apply to myself, or those listed above in this agreement with respect to such information. [45 CFR § 164.514(e)(4)(ii)(c)(4)]
- will not identify the information or contact the individuals. [45 CFR § 164.514(e)(4)(ii)(c)(5)]
- agree not to use or further disclose the information in a manner that would violate any requirement of the HIPAA Privacy Rule, 45 CFR Parts 160 and 164. [45 CFR § 164.514(e)(4)(ii)(A)]
- agree to return all data covered by this agreement to DBH at the conclusion of the project, or to fully document that it was destroyed and the means of its destruction. [45 CFR § 164.512(i)(2)(ii)(G)]

Requestor Signature:

Date:

RRC Chair Signature:

Date