

Data Use Agreement Limited Data Set

This Data Use Agreement for a Limited Data Set

on the _____ day of _____, 20____,

as the "Parties".

("DUA") is effective

("Effective Date") by and between

("Covered Component"), and

("Recipient"), located at

collectively hereinafter referred to

_____ is a Covered Component (a HEALTH CARE COMPONENT that performs COVERED FUNCTIONS) within the HYBRID ENTITY of the North Carolina Department of Health and Human Services as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and the Covered Component is providing Recipient with a Limited Data Set of Protected Health Information ("PHI") as defined in 45 Code of Federal Regulations (CFR) §164.514(e)(2); so that the Recipient is a "LIMITED DATA SET RECIPIENT" as defined in HIPAA. 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.

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.
2. **USE OR DISCLOSURE.** Recipient shall have the right to use all :PHI provided to it by the Covered Component for the Research, Public Health or Health Care Operations purposes as listed below:

3. **RESTRICTIONS ON USE.** Recipient agrees that it, and any employees, agents and subcontractors to whom it discloses the PHI, will not use or further disclose the IIHI other than as permitted by this DUA, or as otherwise required by law or regulation. 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 DUA or as otherwise required by law or regulation. Recipient shall not attempt to identify the individuals to whom the IIHI pertains, or attempt to contact such individuals.

4. **REPORTING.** Recipient shall report to Covered Component any use or disclosure of the PHI that is not provided for in this DUA of which the Recipient becomes aware. Recipient will take reasonable steps to limit any further such use or disclosure.

5. **TERM AND TERMINATION.**

(a) 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 Covered Component to Recipient is destroyed or returned to Covered Component, 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.

(b) 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 Covered Component, 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.

(c) Effects of Termination.

i. 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 Covered Component. This provision shall apply to PHI that is in the possession of subcontractors or agents of Recipient. Recipient shall retain no copies of the PHI.

ii. In the event that Recipient determines that returning or destroying the PHI is infeasible, Recipient shall provide to Covered Component notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, 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.

COVERED COMPONENT:

RECIPIENT:

(Date)

(Date)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)