Nevada Division of Health Care Financing and Policy
Limited Data Set Use Agreement (LDSUA)

This legal document allows the Nevada Division of Health Care Financing and Policy (DHCFP) to disclose a limited data set to the institution or organization named below for the purposes of research, public health, or health care operations. The agreement is required by the Health Insurance Portability and Accountability Act (HIPAA) to protect the privacy of individual health information [45 CFR 164.514(e)(4)(i)]. Data will be released through the Center for Health Information Analysis (CHIA), of the University of Nevada, Las Vegas.

Upon signing this Limited Data Set Use Agreement (LDSUA), recipient agrees to its provisions.

In the event of any inconsistency between the provisions of this LDSUA and mandatory provisions of HIPAA, as amended, the HIPAA provisions shall take precedence. Where provisions of this LDSUA are different than those provided in HIPAA, but are permitted by HIPAA, the provisions of this LDSUA shall take precedence. Any ambiguity in this LDSUA relating to the use and disclosure of data shall be resolved in favor of a meaning that further protects the privacy and security of the data.

SCOPE AND PURPOSE

Recipient. The information disclosed by DHCFP will be received and used ONLY by:

_____

(Name of institution or organization).

Use. The data provided by CHIA may only be used for the purposes of research, public health or health care operations, as described by the recipient below. Any uses other than as described below require written approval from the DHCFP. Recipient shall have the right to use data, including all Protected Health Information (PHI) as defined by HIPAA, CFR 160.103. The DHCFP retains all ownership rights to the limited data set file referred to in the agreement and the recipient does not obtain any right, title, or interest in any of the data furnished by DHCFP. The DHCFP makes no representation or warranty, either implied or expressed, with respect to the accuracy of any data in the limited data set file.

Disclosure. Individuals within the recipient organization receiving the data, that analyze or view the data, must sign a confidentiality agreement (Attachment A). The confidentiality agreements are to be kept on file at the recipient's organization and made available to the DHCFP or CHIA upon request.

The data may not be re-disclosed or redistributed to other organizations or persons **without prior written approval from an authorized DHCFP representative.** This restriction applies to **any** patient-level data set derived from the original data. Approval of this LDSUA is not to be interpreted as said written approval. Written approval for release of patient level data, by recipient, shall be requested in writing, separate from this LDSUA, by an authorized person of recipient. The approval letter shall be written on DHCFP letterhead, and signed by an authorized person of DHCFP.

Project description, purpose and methodology. Attach additional pages if necessary (be specific – see Attachment B):

Limited Data Set Description. As listed in 45 CFR 164.514(e)(2), the following direct identifiers of the individual, or of relatives, employers, or household members of the individual will NOT be included in the limited data set:

- Names
- Postal address information (other than town or city, State, and zip code)
- Telephone numbers
- Fax numbers
- Electronic mail addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers of patients
- Vehicle identifiers and serial numbers including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full face photographic images and any comparable images

Limited Data Set – Minimum Necessary. In compliance with 45 CFR 164.502(b), the minimum needed PHI will be provided to recipient.

The following seven fields default to blank. If one or more of these fields are needed by recipient, enter an explanation of the need in the box that follows:

1) Patient Zip Code
2) Patient Race
3) Patient Marital Status
4) Patient Admission Date
5) Patient Discharge Date (default year/quarter)
6) Patient Age in Years
7) Newborn Age in Days

PATIENT ZIP CODE (**NOTE: FIPS codes are included in data by default**)

Default Blank ◯ 1ST 3 digits ◯ 1ST 4 digits ◯ All 5 digits

PATIENT RACE

Default Blank ◯ Filled

MARITAL STATUS

Default Blank ◯ Filled

ADMISSION DATE

Default Blank ◯ Quarter/Year ◯ Month/Year ◯ Full Date

DISCHARGE DATE

Default Quarter/Year ◯ Month/Year ◯ Full Date

AGE IN YEARS (**NOTE: Three *Age Group* fields are included in data by default**)

Default Blank ◯ Filled

AGE IN DAYS (**NOTE: This field only pertains to newborns**)

Default Blank ◯ Filled

ADD ANY ADDITIONAL COMMENTS IN THIS BOX

By signing this agreement recipient agrees to:

a) Not use or further disclose, market, release, show, sell, rent, lease, loan or otherwise grant access to the limited data set specified in this agreement except as permitted by this agreement or as otherwise required by law.

b) Use appropriate administrative, physical, and technical safeguards to protect the PHI from misuse or inappropriate disclosure other than as provided for by this agreement or as otherwise required by law or regulation.

c) Report to DHCFP any use, misuse or disclosure of the data not provided for by this agreement, of which it becomes aware and to take reasonable steps to limit any further such use or disclosure.

d) Ensure that any agent, including a subcontractor, to whom it provides the limited data set, agrees to the same restrictions and conditions with respect to the information.

e) Recipient shall not attempt to identify or contact a patient whose information is included in the limited data set through probabilistic methodology, linkage to other databases or through any other method or process. Such efforts will be considered a breach of this contract and the right to use Nevada patient level discharge data may be revoked.

f) Seek DHCFP approval before data with a cell size of less than five are disseminated or used in a report.

g) Include the following statement in releases of any aggregate data:

Notice: This information is from the records of the Nevada DHCFP and was released through the CHIA, of the University of Nevada, Las Vegas. Authorization to release this information does not imply endorsement of this study or its findings by either DHCFP or CHIA.

h) Recipient shall indemnify, hold harmless and defend, not excluding the DHCFP and CHIA's right to participate, the DHCFP and CHIA from and against all liability, claims, actions, damages, losses and expenses including, without limitation: reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the recipient in its use and/or misuse of the data.

i) The condition that no modification or amendment to this agreement shall be binding upon the parties unless it is in writing and signed by the respective parties hereto.

OBLIGATIONS OF DHCFP

By signing this agreement, DHCFP agrees to:

a) Only disclose a limited data set that meets the definition provided herein to the recipient.

b) Disclose a limited data set only for the purposes of research, public health or health care operations.

c) Report to the Secretary of the United States Department of Health and Human Services any breach or violation on the part of the recipient that is not cured.

TERM AND TERMINATION

Term. This approved LDSUA is valid for 5 years from the dates listed below.

Changes. If the authorized representative of recipient changes or the nature of the data use changes from what was approved in this document, a new LDSUA will be signed and submitted for approval within 30 days of the change. If the LDSUA is revised in the future the DHCFP, at its sole discretion, can retire the previous LDSUA and require that recipient submit the new LDSUA for approval.

Termination.

a) Immediately if finding that the recipient has violated any standard or requirement of HIPAA regulations or any other security or privacy laws.

b) Immediately if DHCFP determines that recipient has violated a material term of this LDSUA.

Data Disposition. Upon termination or expiration of this agreement, the data must be surrendered or destroyed, including any copies or derivatives and including any patient-level data sets derived from the data. If the recipient elects to destroy the data, the recipient must submit a notarized affidavit to DHCFP verifying the destruction of the data. If it is agreed upon by both parties that data destruction is infeasible, data protections agreed to in this LDSUA shall extend beyond the termination of this agreement.

The parties below mutually agree that the following named individual, as authorized signor of recipient, is designated as "custodian" of the limited data set file(s) on behalf of the recipient, and this person shall oversee and comply to the observance of all conditions of use and the establishment and maintenance of security arrangements, as specified in this agreement, to prevent unauthorized use.

DHCFP USE ONLY

The authorization to receive and use patient level discharge data by recipient, as specified in this LDSUA, has been:

☐ Approved

☐ Not Approved

Signature of Authorized Representative of Recipient Organization	*Signature of Authorized DHCFP Representative*
Print name of Authorized Representative of Recipient Organization	Jessica Kemmerer *Print Name of Authorized DHCFP Representative*
Title / *Date*	HIPAA Privacy Officer / *Title* / *Date*
Address	1100 E. William St., Suite 101 *Address*
City, State, Zip	Carson City, NV 89701 *City, State, Zip*
Telephone Number / *E-mail Address*	775-684-3157 <jkemmerer@dhcfp.nv.gov> *Telephone Number* / *E-mail Address*

ADDITIONAL INFORMATION ON FIELDS, FORMATS, ENCRYPTION SOFTWARE, AND REGULATIONS CAN BE FOUND AT:
http://www.chiaunlv.com/HealthFacilityData/AcquiringData_Services.php

The Confidentiality Agreement (Attachment A) is to be kept on file at your organization and must be signed by individuals within your organization that receive, analyze or view data. You do not need to send copies of Attachment A to DHCFP or CHIA unless requested by them.

ATTACHMENT A

CONFIDENTIALITY AGREEMENT

This is an agreement between [RECIPIENT] _____ and

[PERSON VIEWING NV UB DISCHARGE DATA] _____

Concerning the confidentiality of medical billing information provided by the Nevada Division of Health Care Financing and Policy (DHCFP). Signing this agreement fulfills one of the requirements of the DHCFP Limited Data Set Use Agreement, document NMH 3808 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) which requires the protection of patient privacy regarding medical diagnoses and procedures and other protected health information (PHI) such as geographical locations, dates, biometrics, and personal characteristics that can be used to either directly or probabilistically identify an individual patient.

Upon signing this confidentiality form, you are agreeing to NOT disclose any information from the Nevada UB discharge data that can be used to identify an individual patient. You are also agreeing to comply with the stipulations of the DHCFP Limited Data Set Use Agreement, Document NMH 3808, signed by your organization.

_____ _____

Signature of Authorized Rep from Recipient **Print name of Authorized Rep of Recipient**

_____ _____

Signature of Person Viewing UB Discharge Data **Print Name of Person Viewing UB Discharge Data**

It is recommended that all persons that use the Nevada discharge data review HIPAA guidelines:

http://www.hhs.gov/ocr/privacy/index.html

ATTACHMENT B

MISCELLANEOUS

Description of data use: The purpose of a Limited Data Use Agreement (LDSUA) is to provide organizations and individuals a means to carry out research for public health, or health care operations, while at the same time protecting patient privacy. In your data use description, be specific.

1) Explain why you need data that include Personal Health Identifiers (PHI).

2) Describe how your data use is of sufficient importance to justify the risk on beneficiary privacy.

3) Show that there is reasonable probability that your use of the data will benefit public health, or health care operations i.e., the project is soundly designed.

If possible, attach examples of what your output will look like. Describe the most sensitive reporting (regarding PHI) you will perform. For example, if you are using zip code, what additional breakouts will be included in the report? Do reports suppress cell sizes below 5? Who will be your audience (who will view your reports)?

Ambiguity: Any ambiguity in this agreement relating to the ownership, use and disclosure of the Limited Data Set by recipient shall be resolved in favor of a meaning that further protects the privacy and security of the information. The authority to resolve any disputed meaning or definition within this agreement lies solely with the DCHFP.