

**Limited Data Set**

**Attachment A: Limited Data Set Request and Data Use Agreement For Pennington Biomedical Research Center Use Only: Date Request Received: \_\_\_\_\_**

**Instructions:** Carefully review and complete this Request for a Limited Data Set of PHI and Data Use Agreement. Submit an *original* copy of this document to Pennington Biomedical Research Center Privacy Officer at 6400 Perkins Road, Baton Rouge, LA 70808. If you have any questions about how to complete this request, or the Data Use Agreement requirements, contact the Privacy Officer at the above address or 225-763-2515; [complianceofficer@pbrc.edu](mailto:complianceofficer@pbrc.edu). Pennington Biomedical Research Center reserves the right to approve, approve with modifications, or deny this request. Pennington Biomedical Research Center’s Privacy Officer will notify you, in writing, of our decision. Please complete this entire document to facilitate review of your request. Thank you.

**REQUEST FOR LIMITED DATA SET**

A. We (as identified below in section G) request to use and receive a Limited Data Set of Protected Health Information (PHI) from Pennington Biomedical Research Center for the following purpose(s): ***Check all that apply:***

- 1.  Research – *specify intended uses and disclosures of the Limited Data Set:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 2.  Public Health – *specify intended uses and disclosures of the Limited Data Set:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 3.  Health Care Operations – *specify intended uses and disclosure of the Limited Data Set:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. We request the following data from Pennington Biomedical Research Center and have determined that this information is the minimum necessary PHI needed for the purpose(s) identified above in section A:

- 1. Type of Data or Records Requested:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 2. Dates of Service for the Data or Records:  
\_\_\_\_\_  
\_\_\_\_\_

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3. Data or Records to Exclude, if any:

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4. Additional Data or Record Parameters:

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5. Requested Record Layout or Format:

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6. Other Requirements:

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**DATA USE AGREEMENT**

C. Requesting Party. *Please check box below:*

1.  We are current members of the Pennington Biomedical Research Center's workforce and have signed the Pennington Biomedical Research Center's Confidentiality Agreement and agree to the parameters of this Data Use Agreement.
2.  We are NOT members of the Pennington Biomedical Research Center's workforce and agree to the parameters of this Data Use Agreement.

D. We understand as recipients of a Limited Data Set from Pennington Biomedical Research Center I/we will adhere to the following Data Use Agreement requirements:

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.
2. We will only use or disclose the information in this Limited Data Set as described in section A of this document.
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. Only those listed in section H of this document are permitted to use or receive the Limited Data Set.

5. We will use appropriate safeguards to prevent use or disclosure of the information other than as provided by this Data Use Agreement.
  6. We will report to Pennington Biomedical Research Center's Privacy Officer any use or disclosure of the information not provided for by this Data Use Agreement of which I/we become aware.
  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.
  8. We will not identify the information or contact any of the individuals (subjects, subject's family members, employers, or household members) identified or otherwise included in the Limited Data Set.
  9. We will not attempt to link any information in the Limited Data Set with personally identifiable records from any other source.
  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.
  11. 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.
- E. We understand that if Pennington Biomedical Research Center becomes aware of a pattern of activity or practice of mine/ours, as recipients of the Limited Data Set, that constitutes a material breach or violation of this Data Use Agreement, Pennington Biomedical Research Center must take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful Pennington Biomedical Research Center will:
1. Discontinue disclosure of protected health information to us; and
  2. Report the problem to the Secretary of the Department of Health and Human Services.
- F. Covered Entity as Recipient of Limited Data Set. If the recipient of the Limited Data Set is Pennington Biomedical Research Center 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.
- G. We understand that Pennington Biomedical Research Center may charge reasonable fees for creating and delivering Limited Data Sets and Pennington Biomedical Research Center will notify us of these fees in advance.

#### **REQUESTOR/RECIPIENT INFORMATION**

- H. 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*):

1. Name:

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Title:

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Organization:

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Address:

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2. Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR PENNINGTON BIOMEDICAL RESEARCH CENTER USE ONLY**

Review decision. *Check one:*

1.  Request Denied
2.  Request Approved
3.  Request Approved with the following modification:

\_\_\_\_\_

\_\_\_\_\_

Fees Due to Pennington Biomedical Research Center, if applicable:

1. Amount Due: \$ \_\_\_\_\_

2. Date Fees Collected: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_