

Office of Research Integrity

LIMITED DATA SETS and DATA USE AGREEMENTS  
for RESEARCH INVOLVING HIPAA DATA

Responsible Administrator: Data Privacy Officer

Responsible Office: Office of Research Integrity

Originally Issued:

Revision Date:

Approvals:

David Hatchett, PhD, Vice President of Research

Date

Statement of Purpose

The purpose of the policy is to establish guidelines for who is permitted to use and receive a limited data set and when a data use agreement is needed, as required by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

Entities Affected by this Policy

- Division of Research
- Associate Dean of Research, all campus
- Academic Research Faculty

Who Should Read this Policy

All UNLV employees:

- UNLV Principal Investigators
- UNLV Researchers
- Division of Research
- Outside entities that will be utilizing UNLV's data

Policy

Data Use Agreement: The Privacy Rule requires a covered entity to enter into a data use agreement (DUA) before there is any use and/or disclosure of a O L P L W H G G D W B W /W6R D Q R X W V L G H L Q V W L W X W L R Q R U S D U W \

Covered entities, such as UNLV, must enter into a DUA with any recipient of a LDS from UNLV. Likewise, a researcher and employee of UNLV must obtain a DUA from a covered entity or its business associate before receiving and using a LDS. A DUA must be entered into before there is any use or disclosure of a LDS to a researcher by the covered entity.

A DUA between the covered entity and the researcher must:

- Establish the permitted uses and disclosures of the LDS are limited to the purpose of research, public health or health care operations;
- Establish who is permitted to use or receive the LDS; and
- Require the LDS recipient to agree to:
  - i. Not use or further disclose the information other than as permitted by the agreement or as otherwise required by law;
  - ii. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the agreement;
  - iii. Report to the Covered Entity any use or disclosure of the information not provided for by the agreement of which it becomes aware;
  - iv. Ensure that any agents; including a subcontractor, to whom it provides the LDS, agrees to the same restrictions and conditions that apply to the recipient with respect to such information
  - v. Not to identify the information or contact the individuals

Limited Data Set: A LDS is not de- identified data and therefore is still considered protected health information (PHI) which must be safeguarded and protected as required under the Privacy Rule. A LDS may be disclosed to an outside party under a DUA for purposes of research, public health, or health care operations. Disclosures of LDS to researchers with a DUA are not subject to the HIPAA accounting of disclosure requirements.

The following identifiers must be excluded from the PHI data elements to create an LDS:

Names	Account numbers
Street addresses	Certificate/driver’s license numbers
Telephone and fax numbers	Vehicle identifiers and serial numbers, including license plate numbers
Email addresses	Device identifiers and serial numbers

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Social security numbers

URLs and IP addresses

## Related Documents

[NIH Privacy Rule and](#)



Act, as amended, 20 U.S.C. §1232g, or records described in 20 U.S.C. §1232g (a)(4)(B)(iv), or employment records held by University in its role as employer.

2. **DEFINITION OF DATA.** This Agreement applies to the LDS as described in Attachment A hereto.

3. **LICENSE TO USE THE LDS.** The University grants Data Recipient the right to use the LDS for the sole purpose of data analysis and related research activities including, but not limited to, publishing of the results and supporting data (the “**Purpose**”). Nothing herein shall be deemed a grant of a license to any intellectual property rights of the University or the LDS except as set forth in the Purpose.

4. **RESTRICTIONS ON RECIPIENT’S USE OF DATA**

4.1. Data Recipient acknowledges that the LDS consists of sensitive data or information that the University is required to protect and agrees to use appropriate safeguards to protect the LDS from misuse and unauthorized access or disclosure, including, without limitation, (i) maintaining adequate physical controls and password protections for any server, system, or device on which the LDS may reside, and (ii) taking any other measures reasonably necessary to prevent any use or disclosure of the LDS other than as provided in this Agreement.

4.1.

5. **NOTICE.** Any notice required or permitted under this Agreement will be given in writing and delivered personally or sent by certified mail, return receipt requested, or by reputable overnight delivery service, such as Federal Express, to the following individuals:

**For the University of Nevada, Las Vegas:**

University of Nevada, Las Vegas  
Attn:  
Vice President for Research and Economic Development  
4505 S. Maryland Parkway, Box 451092  
Las Vegas, NV 89154-1092

Telephone: 702-895-4811  
Email:

**For the Recipient:**

**Entity:**

**Contact Name:**

**Contact Title:**

**Address:**

**Phone:**

**Email:**

6. **PUBLIC RECORDS DISCLOSURE.** The Parties acknowledge that this Agreement is subject to the provisions of the State of Nevada Public Records Law, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and other information or documents received from the Data Recipient may be open to public inspection and copying. The University has a duty to disclose, if requested, records responsive to any such request as required by law unless a particular record is made confidential by law or a common law balancing of interests. Notwithstanding the forgoing, the Parties agree that should any Party receive a demand for the disclosure of any information related to this Agreement that the other Party has claimed that to be confidential and/or proprietary, the Party receiving the demand will promptly, to the extent legally permissible and reasonably possible, notify the other Party of such demand including, but not limited to, the existence, terms, and circumstances surrounding such request so the other Party, at their own expense, may seek a protective order or otherwise prevent such disclosure.

7. **INDEMNIFICATION.** Data Recipient agrees to indemnify, defend, save and hold harmless the University, its regents, employees, and agents, from and against any claim, cause of action, liability, direct losses, damages, costs and/or expenses directly or indirectly suffered by the University arising out of or in connection with any unauthorized Use or Disclosure of Limited Data Set Information or any other breach of this Agreement by Data Recipient, its employees, or any of its subcontractors or agents. The obligations under this provision survive any expiration or termination of this Agreement.

8. **TERM AND TERMINATION.** This Agreement will commence as of the Eil I7 0 Td843 (e61 0 Td[333 0 0 Tc 0 Tc 0

8.1 **Termination without Cause.** The Parties agree that either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party.

8.2 **Termination for Material Breach.** The University may terminate this Agreement immediately, with no advance notice to Data Recipient, if the University has any reason to believe that the Data Recipient has violated this Agreement, including, but not limited to, unauthorized access to LDS information or systems not within the definition of the LDS or using the LDS inconsistent with the Purpose.

8.3 **Termination Permitted Due to Change in Law.** Any Party may terminate this Agreement as permitted in accordance with this Agreement upon a change in an applicable law that causes performance in compliance with this Agreement to violate the law.

8.4 **Effect of Termination.** The Parties acknowledge and agree that the provision of LDS to Data Recipient is conditioned upon this Agreement being in full force and effect. Therefore, upon termination of this Agreement, the Parties agree that the University will refrain from submitting LDS to Data Recipient, and Data Recipient will refrain from accepting LDS from the University. Upon termination of this Agreement, Data Recipient agrees to promptly return or destroy, except to the extent infeasible, all LDS, including any LDS, which Data Recipient has disclosed to its subcontractors or agents. In the event that return or destruction of some or all of the LDS is infeasible, Data Recipient will continue to extend the protections of this Agreement to such LLDS that is not returned or destroyed. This section of the Agreement survives any expiration or termination of this Agreement.

9. **REPRESENTATION AND WARRANTY.**







Recipient creates for the University which is transmitted or maintained in any form or medium. “Protected Health Information” shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g, or records described in 20 U.S.C. §1232g (a)(4)(B)(iv), or employment records held by University in its role as employer.

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