Data Use and Business Associate Agreements

Data Use Agreement

A Data Use Agreement (DUA) is typically required to share non-public or restricted use data with another entity. A DUA is a legally binding contract that specifies the terms and conditions governing the data to be shared.

Usually a DUA is required when a limited data set (LDS) is to be shared or transferred to another party. By definition, a LDS does not contain any HIPAA* defined identifiers (direct identifiers). A LDS can have indirect identifiers like age/dates of treatment and geographic (city/state/zip code) data elements. Note since a street address is a direct identifier such information could not be included in a LDS.

A DUA is not required if there is already another agreement (e.g. funding agreement) in place that already covers or addresses the terms and conditions involved with the transfer of a LDS between the two entities.

Any time Protected Health Information (PHI), other than that which would qualify as a LDS, is to be shared or transferred a Business Associate Agreement (BAA) is required.

*Health Insurance Portability and Accountability Act of 1996

Business Associate Agreement

A Business Associate Agreement (BAA) is required when a HIPAA covered entity like MUSC needs to share or transfer data that contains direct identifiers or Protected Health Information (PHI) with another party. The BAA is a legally binding contract between a HIPAA covered entity and another party; and is used to safeguard Protected Health Information (PHI) in accordance with the HIPAA regulations.

A BAA is required when data is to be transferred or shared and contains direct identifiers or PHI such as the following: names, postal addresses, telephone and fax numbers, e-mail addresses, social security numbers, medical record numbers, vehicle identification/serial numbers, license plate numbers, biometric identifiers (e.g. finger or voice prints) and full face photographic images or any comparable images.