

Appendix F: Individual Rules of Behavior

Individual User Rules of Behavior
Indian Health Service Protected Health Information
For Public Health Activities

The following requirements apply to all Authorized Users accessing any protected health information or personally identifying information (PHI/PII) and/or any data derived from such files that does not meet the de-identification requirements set forth in the Health Insurance Portability and Accountability Act (HIPAA). Users must indicate their assurance that they understand and will abide by the requirements outlined below by reviewing and signing this document once each year to continue their authorization to access PHI/PII data.

IHS provides Tribal Epidemiology Centers with access to certain PHI and PII in accordance with 25 U.S.C. § 1621m(e) and pursuant to a data use agreement. These data use agreements define "Authorized User" as a person with written approval from IHS to access PHI/PII provided by the IHS and maintained at the Epidemiology Center. Each Epidemiology Center must obtain prior written approval from IHS for each Authorized User under its control who may access IHS PHI/PII data.

The Authorized User must comply with all terms and conditions found in the Data Use Agreement between IHS and the Epidemiology Center, including but not limited to the conditions of use and confidentiality applicable to the Epidemiology Center and its Authorized Users. A copy of the Data Use Agreement can be obtained from the Director of each participating Epidemiology Center.

DERIVATIVE FILES

Any derivative data file(s) originating from the PHI/PII data to which the Authorized User is granted access are subject to the same use restrictions as the parent dataset. Authorization to access and develop derivative files from provided PHI/PII data does not convey ownership on the part of the Authorized User, and the Authorized User does not obtain any right, title, or interest in any of the data. Upon termination of employment or following other expiration of authorized access, Authorized Users may not continue use of PHI/PII datasets or any existing derivative data file(s) without approval from IHS. Unless such approval is granted in writing by IHS, Authorized Users must execute or arrange for the destruction of all parent and derivative data files or return the files to the Authorized User's Epidemiology Center Director prior to termination of employment.

PROTECTION OF INDIVIDUAL AND TRIBAL IDENTITY

Authorized Users must not attempt to identify or contact individuals using IHS data. Further, aggregate data or results and/or interpretation of analyses intended for public distribution must not directly disclose tribal identity nor be presented in a way that could facilitate the identification of tribes UNLESS tribal review and approval by affected tribes has taken place. In addition, all Authorized Users must consistently utilize sufficient safeguards to prevent potential and unintended data disclosure. Safeguards include sufficient physical controls (e.g., building access controls, locked offices), technical controls (e.g., user identification, passwords, firewalls, encryption), and administrative controls (e.g., employee training on proper handling of data, accountability of data) to ensure proper data stewardship.

DISCIPLINARY TERMINATION OF ACCESS TO PHI/PII DATA

If an Authorized User makes an unauthorized disclosure of PHI/PII data, the Authorized User should notify IHS in the time frame required by their Data Use Agreement and immediately cease all use of PHI/PII data and any derivative files. TEC staff should also take immediate remedial action to prevent any further disclosure.

The undersigned hereby agrees to the following terms and conditions in order to access and use PHI/PII data and information obtained from the IHS:

1. No PHI/PII data shall be released in any form to any party without the express written consent of the IHS. Aggregated graphical, tabular, or narrative data without individual-level identifying information are suitable for release so long as the data presented lack sufficient detail to permit identification of individuals or tribes, even when combined with other data sources. This includes removal of any and all identifiers specified in 45 C.F.R. § 164.514(b)(2). Any tribe that is or could be identified via public release of aggregate data or derivative data products (e.g., journal article, presentation, report) must give express permission to the Epidemiology Center to do so.
2. EDM data shall not be combined with additional data sources for the purpose of matching records to identify individuals or tribes. Other PHI/PII provided by the IHS may only be combined with additional data sources to the extent specifically permitted by the Data Use Agreement between IHS and the Epidemiology Center.
3. PHI/PII data may not be combined with EDM data without written permission from the IHS through an established Data Use Agreement.
4. PHI/PII data and derivative files shall ONLY be used for statistical purposes as a part of public health practice and NOT for public health research. If unclear on this distinction, Authorized Users should consult with the relevant Institutional Review Board (IRB) and IHS staff regarding permitted use of PHI/PII data before proceeding with data use and for procedures to access data for uses outside the scope of public health practice.
5. Violation of the terms and conditions of this document and the TEC's Data Use Agreement, including but not limited to the conditions of use and confidentiality, may subject the Authorized User and the Epidemiology Center to immediate abrogation of this and any affiliated agreements with IHS, the return of all PHI/PII data and related materials, and denial of future access to IHS data.
6. I also agree to the following security practices:
 - I will password-protect the PHI/PII data file(s) I receive and any temporary or permanent analysis files, such as those produced by statistical software.
 - I will treat all data at my work station confidentially and will not give other persons access to these data.
 - I will keep any printed copies of PHI/PII data and analyses locked and secured when not in use, shredding them when no longer needed.
 - I am responsible for obtaining IRB review of projects when appropriate.
7. I have reviewed and understand the requirements outlined herein and in my affiliate Epidemiology Center's Data Use Agreement and agree to abide by them.

Print Name: _____
 (First Name, Middle Initial, Last Name)

Title: _____

Organization: _____

 Signature

 Date