

Data User Agreement
MD Department of Health, Laboratories Administration



This data user agreement (Agreement) must be signed and submitted to the State of Maryland Department of Health (MDH)-Laboratories Administration's Office of Information Management Services (OIMS) before a user ID and password are provided to an entity for MyLIMS[®] system access. An entity whose representative has signed this Agreement ensures that the entity's designated MyLIMS[®] system users will adhere to all pertinent Maryland law and the Health Insurance Portability and Accountability Act (HIPAA) requirements and the terms set forth in this Agreement.

The entity named below and all its designated users understand and agree that:

1. Use of the MyLIMS[®] system is limited to entities that are authorized covered health care providers that use the data from the Laboratories Administration for treatment purposes;
2. MyLIMS[®] system access and use is restricted to users designated by the entity authorized by the State of Maryland MDH-Laboratories Administration in this Agreement;
3. By signing onto and using the MyLIMS[®] system, a designated user expressly consents to the:
 - a) Monitoring of all system activities; and
 - b) Safeguarding of individual protected health information as required by Maryland law and HIPAA;
4. Unauthorized access or use of this system is prohibited and could be subject to both federal and State criminal and/or civil penalties;
5. All data including records, reports, e-mail, software, and other data generated by or residing within this system are the property of the State of Maryland and may only be used as authorized and directed by the State of Maryland Department of Health-Laboratories Administration;
6. The authorized entity and its designated users will safeguard and protect the assigned user ID and password used to access the MyLIMS[®] system from misuse by unauthorized users;
7. An entity and its designated MyLIMS[®] system users will report to the OIMS any:
 - a. Misuse of the MyLIMS[®] system;
 - b. Breach in confidentiality associated with use of the MyLIMS[®] system; and
 - c. **Authorized MyLIMS[®] user that leaves the company;**
8. A personal computer used to access the MyLIMS[®] system (e.g., for look-up or review of an individual's protected health information) is:
 - a) Situated in a location away from public areas; and
 - b) Positioned in a way that prevents viewing by unauthorized individuals;
9. OIMS will unilaterally and automatically lock-out any user that:
 - a) Is found misusing the MyLIMS[®] system; or
 - b) Fails to report any:
 - i)) Misuse of the MyLIMS[®] system; or
 - ii) Breach in confidentiality associated with use of the MyLIMS[®] system.

By signing this Agreement, I affirm that I have the authority to obligate the named authorized entity and its designated users of the MyLIMS[®] system to the terms of this agreement:

Complete Applicant Contact Information **(All Fields Are Required)**

NAME: Last _____ First: _____ MI _____ Title/Position: _____

E-mail: _____ Phone #: _____

Facility Name: _____ Submitter ID: _____

Facility Address, City and Zip Code: _____

Applicant's Signature: _____ Date: _____

Facility Administrator's Title/Position: _____

Name: _____ Signature: _____ Date: _____