

MICHIGAN TRAUMA REGISTRY USER AGREEMENT

In accordance with Part 209 of the Public Health Code (PHC) and the Administrative Rules on the Statewide Trauma System, the Michigan Department of Health and Human Services (MDHHS) has established the Michigan Trauma Registry. The purpose of the Michigan Trauma Registry is to collect and analyze trauma system data to evaluate the delivery of adult and pediatric trauma care, develop injury prevention strategies for all ages, and provide resources for research and education. Michigan Administrative Code R. 325.134(1). Access to the Michigan Trauma Registry is permitted for the sole purposes described in Part 209 of the PHC and the Michigan Administrative Code R 325.125 *et. seq.* Users of the system must refrain from using the Michigan Trauma Registry data or system for any use other than that required to complete obligations under the above statute and administrative rules. Users of the system must also refrain from disclosing data contained in the Michigan Trauma Registry for any purpose other than that required to complete obligations under the above statute and administrative rules. Access to Michigan Trauma Registry data is under the terms and conditions prescribed by the MDHHS. Improper use of the Michigan Trauma Registry will result in revocation of the user's access privileges and may result in potential liability under the Michigan Computer Crime Law, the Michigan Identity Theft Protection Act, and any other applicable state or federal confidentiality law. The MDHHS reserves the right to revoke a user's access privileges at any time, without notice.

Please read the following statements. If you agree to abide by these terms and conditions, please complete and return this Agreement to MDHHS's Trauma Systems Section, EMS & Trauma Division.

As a user of the Michigan Trauma Registry, I accept and agree to the following:

- I will handle information or data contained in or obtained from or through the Michigan Trauma Registry in a confidential manner.
- I will restrict my use of the Michigan Trauma Registry to access information and generate reports only as necessary to properly conduct the administration and management of my duties as they relate to Part 209 of the Public Health Code and applicable administrative rules or as otherwise required by law.
- I will not disclose data contained in or obtained from or through the Michigan Trauma Registry for any purpose other than as necessary to properly conduct the administration and management of my duties as they relate to Part 209 of the Public Health Code and applicable administrative rules or as otherwise required by law.
- I will notify MDHHS within a reasonable time prior to disclosing data contained in or obtained from or through the Michigan Trauma Registry as required by law or by subpoena, court order, Freedom of Information Act request, or similar process so that MDHHS may have an opportunity to take action to object to such disclosure if necessary.
- I understand that my transactions on the Michigan Trauma Registry are logged and are subject to audit.
- I will not furnish or disclose information or data contained in or obtained from or through the Michigan Trauma Registry either to individuals for personal use or to any individuals not directly involved with the conduct of my duties as they relate to Part 209 of the Public Health Code and applicable administrative rules.
- I will not alter or falsify any data contained in or obtained from or through the Michigan Trauma Registry.
- I will not attempt to copy all or part of the database or the software used to access the Michigan Trauma Registry in any unauthorized fashion.

- I will not attempt to falsify or otherwise alter data in the Michigan Trauma Registry database or otherwise violate the Michigan Computer Crime Law (MCL 752.794 *et seq.*), Part 209 of the Public Health Code, or any other applicable federal or state laws, rules, or regulations.
- I will not violate the Michigan Identity Theft Protection Act (MCL 445.61 *et seq.*) or any other applicable confidentiality law.
- I understand that the use or disclosure of data contained in or obtained from or through the Michigan Trauma Registry for research purposes must be approved in writing by the State Trauma Data Oversight Committee and MDHHS's Institutional Review Board prior to any use or disclosure of the data for said purposes.
- I will carefully safeguard my access privileges and password for the Michigan Trauma Registry, and I will not permit the use of my access privileges or password by any other person.
- I will use appropriate safeguards to prevent the access, use or disclosure of data contained in or obtained through the Michigan Trauma Registry, regardless of what medium the data may exist in, other than as provided by this Agreement.
- I will obtain the prior written approval of MDHHS before granting any agent(s) or subcontractor(s) access to data contained in or obtained from or through the Michigan Trauma Registry, and I will require the agent(s) or subcontractor(s) to agree to the same restrictions and conditions contained in this Agreement.
- I will report any real or suspected unauthorized access, uses, or disclosures of data contained in, obtained from or through or relating to the Michigan Trauma Registry to the MDHHS's Trauma Systems Section and the appropriate individuals within my Regional Trauma Network within three (3) business days of becoming aware of such real or suspected unauthorized access, uses, or disclosures or a shorter time period as is reasonable under the circumstances.
- I will make no attempt to identify or contact the individuals or entities within the data provided under this Agreement unless permitted in Part 209 of the Public Health Code or the Michigan Administrative Code R 325.125 through 325.138.
- I will obtain MDHHS permission prior to publishing information or papers resulting from data provided by the MDHHS through the Michigan Trauma Registry. If permission is granted, I will acknowledge the MDHHS program as appropriate (e.g., source of data, etc.), assume full responsibility for the analysis and interpretation of the data, and provide a copy of the publication to MDHHS.
- I will destroy all originals and copies of potentially identifiable information, in any format, in accordance with industry standards when no longer needed. This includes, but is not limited to: magnetic tapes, micro disk files, paper records, etc. Examples of data destruction methods include, but are not limited to: a CD/DVD shredder, a paper shredder or pulverizer, or a magnetic tool to erase floppy or zip disks.
- I will clean computer hard drives (including, but not limited to, those stored in computers, laptops, printer, and copiers) and any portable storage media of any stored Michigan Trauma Registry data in accordance with industry standards before disposing of such items.
- I will not use the data provided to engage in any method, act, or practice which constitutes a commercial solicitation or advertisement of goods, services, or real estate to consumers.
- If assigned the role of Hospital Administrator in the Michigan Trauma Registry, I will obtain MDHHS permission prior to granting Hospital Administrator access to any other person.
- If assigned the role of Hospital Administrator in the Michigan Trauma Registry, I will monitor the access of all persons granted access within the Michigan Trauma Registry for the assigned facility. This includes, but is not limited to: advising grantees of obligations detailed in this user agreement, removal of access for persons when no longer required and notifying MDHHS's Trauma Systems Section when Hospital Administrator access is no longer required.

I have read the above user agreement, and I understand this information and agree to comply with the above provisions. Further, I understand any violation of these provisions may result in termination of my access privileges and may result in recommendation for prosecution.

Please print or type the following information (except for signature as noted):

Name

Agency/Regional Trauma Network

Organization address

Phone#

Signature and Date

Authorizing Supervisor Name and Position

Authorizing Supervisor Signature and Date