

USE and DISCLOSURE OF PROTECTED HEALTH INFORMATION – LIMITED DATA SETS

Policy: The University is permitted to use or disclose PHI as a limited data-set for purposes of public health, research, and health care operations if the University enters into a Data Use Agreement with the recipient. Limited data-set use and disclosure must be limited to that reasonably necessary to achieve the purpose of the disclosure per minimum necessary guidelines.

Rationale: To comply with applicable HIPAA regulation regarding limited data sets.

I. LIMITED DATA-SET CREATION

A. A limited data-set must remove all direct identifiers of the Individual or of relatives, employers, or household members of the Individual, as follows:

- a. name;
- b. social security number;
- c. postal address, other than town or city, state and zip code;
- d. e-mail address;
- e. telephone and fax numbers;
- f. certificate/license numbers;
- g. vehicle identifiers and serial numbers, including license plate numbers;
- h. URLs and IP addresses;
- i. full face photos and any other comparable images;
- j. health record numbers, patient numbers, health plan beneficiary numbers, and other account numbers;
- k. device identifiers and serial numbers; and
- l. biometric identifiers, including finger and voice prints.

B. A limited data-set may include the following (potentially identifying) information:

- a. treatment and/or service dates;
- b. birth or death dates;
- c. age (including 90 and over) expressed in years, months, days or hours;
- d. five-digit zip code or any other geographic subdivision, such as state, county, city
- e. precinct, and their equivalent geocodes (except street address);
- f. gender;
- g. race; and
- h. treatment information.

II. DATA USE AGREEMENT

The University must condition the disclosure of the limited data-set on execution of a “Data Use Agreement” with the recipient of the limited data-set. A Data Use Agreement between the University and the recipient must:

- a. establish the permitted uses and disclosures of the limited data-set by the recipient, consistent with the purposes of research, public health, or health care operations;
- b. limit who can use or receive the data; and
- c. provide that the recipient will:
 - not use or further disclose the information other than as permitted by the Data Use Agreement or as otherwise required by law;
 - use appropriate physical, technical and administrative safeguards to prevent use or disclosure of the limited data-set other than as provided for in the Data Use Agreement;
 - report to the University any use or disclosure of the information not provided for by the Data Use Agreement of which it becomes aware;
 - ensure that any agents, including a subcontractor, to whom it provides the limited data-set agrees to the same restrictions and conditions that apply to the limited data-set recipient with respect to such information;
 - not identify the information or contact the individuals; and
 - not use or further disclose the information in a manner that would violate HIPAA requirements.

The University may use PHI to create limited data sets or disclose PHI to a business associate for such purpose whether or not the limited data set is used by the University.

III. COMPLIANCE

Any material breach, pattern of activity or violation of the Data Use Agreement by the recipient must be reported to the University’s Privacy Officer in the Office of Audit, Compliance and Ethics (OACE). The University will then take reasonable steps to cure the breach or end the violation, as applicable. If such steps are unsuccessful the University will:

- a. discontinue disclosure of PHI to the recipient; and
- b. report the problem to the Secretary of Health and Human Services.

Reference: §164.514 (e)(f) Health Insurance Portability and Accountability Act of 1996 and as amended by HITECH on 1/25/13