PURPOSE:
Health Quest Systems, Inc. and its affiliates (“HQ”) will use and disclose de-identified health information, summary health information or limited data sets with a Data Use agreement, rather than Protected Health Information (“PHI”), whenever possible. The purpose of this policy is to provide guidelines on how HQ will determine that health information to be shared with other entities has either been appropriately de-identified or restricted for purposes of creating a limited data set. HQ may use or disclose a limited data set only for the purposes of research, public health, or health care operations. HQ may use or disclose a limited data set only if the HQ obtains satisfactory assurance, in the form of a data use agreement that meets the requirements of this section, that the limited data set recipient will only use or disclose the protected health information for limited purposes.

POLICY:
HQ has a policy to address the de-identification, summary health information and requests for limited data sets. Where HQ discloses only a limited data set to a business associate for the business associate to carry out a health care operations function, HQ satisfies the HIPAA Privacy Rule’s requirements that it obtain satisfactory assurances from its business associate with the data use agreement. HQ will:

- establish the permitted uses and disclosures of the limited data set;
- identify who may use or receive the information;
- prohibit the recipient from using or further disclosing the information, except as permitted by the agreement or as permitted by law;
- require the recipient to use appropriate safeguards to prevent a use or disclosure that is not permitted by the agreement;
- require the recipient to report to HQ any unauthorized use or disclosure of which it becomes aware;
- require the recipient to ensure that any agents (including a subcontractor) to whom it provides the information will agree to the same restrictions as provided in the agreement; and
- prohibit the recipient from identifying the information or contacting the individuals

A “limited data set” of information may be disclosed to an outside party without a patient’s authorization if certain conditions are met. First, the purpose of the disclosure may only be for
research, public health or health care operations. Second, the person receiving the information
must sign a data use agreement with HQ. This agreement has specific requirements which are
discussed under the “Definitions” section below.

Whenever practical, HQ will use or disclose de-identified information, summary health
information or a limited data set instead of individually identifiable PHI.

DEFINITIONS: See HIPAA Glossary

For Purposes of this Policy and Related Procedures, the following definitions are re-stated as
follows:

De-Identified Information: Health information that is not subject to the same regulations as
Protected Health Information because there is no reasonable basis to believe the information could
be used to identify an individual. Certain identifiers must be removed for information to be
considered de-identified.

Summary Health Information: Information that may be individually identifiable health
information and (1) that summarizes the claim history, claims expenses, or types of claims
experienced by individuals for whom a plan sponsor has provided health benefits under a group
health plan; and (2) from which the information described has been deleted, except that the
geographic information need only be aggregated to the level of a five digit zip code.

Data Use Agreement (“DUA”): agreement that establishes who is permitted to use and receive a
Limited Data Set (“LDS”), and the permitted Uses and Disclosures of such information by the
recipient, and provides that the recipient will: (i) not Use or Disclose the information other than as
permitted by the DUA or as otherwise required by law; (ii) use appropriate safeguards to prevent
uses or disclosures of the information that are inconsistent with the DUA; (iii) report to HQ Uses
or Disclosures that are in violation of the DUA, of which it becomes aware; (iv) ensure that any
agents to whom it provides the LDS agree to the same restrictions and conditions that apply to the
LDS recipient, with respect to such information, and (v) not re-identify the information or contact
the individual.

A data use agreement between HQ and the limited data set recipient must:

A. Establish the permitted uses and disclosures of such information by the limited data set
recipient, consistent with requirements. The data use agreement may not authorize the limited
data set recipient to use or further disclose the information in a manner that would violate the
requirements, if done by HQ;

B. Establish who is permitted to use or receive the limited data set; and

C. Provide that the limited data set recipient will:
1. Not use or further disclose the information other than as permitted by the data use agreement or as otherwise required by law;

2. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the data use agreement;

3. Report to HQ any use or disclosure of the information not provided for by its data use agreement of which it becomes aware;

4. Ensure that any agents to whom it provides the limited data set agree to the same restrictions and conditions that apply to the limited data set recipient with respect to such information; and

5. Not identify the information or contact the individuals.

**Limited Data Set**: A set of data in which most of the personal identifiers have been removed. Certain identifiers must be removed for a data set to be considered a Limited Data Set. A “limited data set” is information from which “facial” identifiers have been removed. Specifically, as it relates to the individual or his or her relatives, employers or household members, all the following identifiers must be removed in order for health information to be a “limited data set”:

- names;
- street addresses (other than town, city, state and zip code);
- telephone numbers;
- fax numbers;
- e-mail addresses;
- Social Security numbers;
- medical records numbers;
- health plan beneficiary numbers;
- account numbers;
- certificate license numbers;
- vehicle identifiers and serial numbers, including license plates;
- device identifiers and serial numbers;
- URLs;
- IP address numbers;
biometric identifiers (including finger and voice prints); and
• full face photos (or comparable images).

The health information that may remain in the information disclosed includes:

• dates such as admission, discharge, service, DOB, DOD;
• city, state, five digit or more zip code; and ages in years, months or days or hours.

RESPONSIBILITY:
All Workforce Members and individuals whose responsibilities are affected by this policy are expected to be familiar with the basic procedures and responsibilities created by this policy. Further, it is the responsibility of all individuals and departments that will use de-identified data or limited data sets to ensure that health information is properly de-identified or limited in accordance with the guidelines provided in this policy.

ENFORCEMENT:
Failure to comply with this policy and related procedures will result in appropriate remedial and/or disciplinary actions, up to and including termination of any employment or other relationship.

REFERENCES:
45 CFR, Parts 160 and 164
45 CFR 164.502(d)
45 CFR 164.514(a),(b)(1) and (e)

POLICY HISTORY:
Supersedes: 2/27/14
Original Implementation Date: 2/27/14
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APPROVAL:

W.A. McNulty by ____________________________ 3.31.20
Policy Owner Date