Limited Data Sets

APPLICABILITY:

This policy applies to the following entities (collectively referred to as "UNC Health Care System" or "UNCHCS" in this policy):

- UNC Health Care System/UNC Medical Center*
- UNC Physicians Network
- UNC Physicians Network Group Practices
- Rex Healthcare / Rex Hospital
- Chatham Hospital
- Caldwell Memorial Hospital
- UNC Rockingham Health Care / UNC Rockingham Hospital
- Johnston Health
- Lenoir Memorial Hospital
- Margaret R. Pardee Memorial Hospital
- Nash Healthcare System / Nash Hospitals
- Wayne UNC Health Care

*UNC Medical Center includes all UNC Hospitals' facilities and the clinical patient care programs of the School of Medicine UNC-Chapel Hill (including UNC faculty physicians).

I. Description

UNCHCS shall only use or disclose a limited data set (LDS) for research, public health or health care operations purposes in accordance with this policy. Any release of an LDS by a UNCHCS Facility or member of the UNCHCS workforce shall require that the UNCHCS Facility enter into a UNCHCS Data Use Agreement with all LDS recipients.

Included within the scope of this policy are the patient care programs of the UNC School of Medicine (UNC SOM). As a result, this policy shall apply to all UNC SOM personnel, including but not limited to faculty, staff, students, trainees, interns and volunteers who may be full-time, part-time, paid or unpaid who create, store, transmit, access or use any patient information in support of clinical purposes for UNCHCS or any other healthcare entity.
II. Policy

A. Approved Uses for the Release of LDS

A UNCHCS Facility may release an LDS for the following purposes:

1. **Research – Creation of a LDS through Removal of Individual Identifiers.** To qualify as an LDS, the following direct identifiers of the individual or of relatives, employers, or household members of the individual must be removed from the data being released to the recipient:
   
   a. Names;
   b. Postal address information, other than town or city, state, and zip code;
   c. Telephone number;
   d. Fax numbers;
   e. Electronic mail addresses;
   f. Social security numbers;
   g. Medical record numbers;
   h. Health plan beneficiary numbers;
   i. Account numbers;
   j. Certificate/license numbers;
   k. Vehicle identifiers and serial numbers, including license plate numbers;
   l. Device identifiers and serial numbers;
   m. Web Universal Resource Locaters (URLs);
   n. Internet Protocol (IP) address numbers;
   o. Biometric identifiers, including finger and voice prints; and
   p. Full face photographic images and any comparable images.

B. Remaining Identifiers Allowed in an LDS after Removal of Identifiers:

The only "individual identifiers" that may remain after the above identifiers are removed in accordance with Section 1 of this policy shall consist of the following:

1. Dates (such as dates of service, dates of birth, dates of discharge, etc...)
2. Geographic areas including the city, state five digit zip code (but not street address or similar).

C. Execution of a Data Use Agreement Required for UNCHCS to Release an LDS

Any UNCHCS workforce member who wishes to release an LDS to another party shall use the UNCHCS Data Use Agreement.

A Data Use Agreement may be signed by:

1. **Recipients**: individuals who are recipients of the data (such as faculty or researchers)
2. **UNCHCS**: only an authorized representative of UNCHCS who has been specifically delegated this responsibility may sign a Data Use Agreement. Please contact the UNCHCS Privacy Office for further guidance on authorized signatories.

D. UNCHCS Data Use Agreement Provisions
The UNCHCS Data Use Agreement contains the following provisions:

1. establishes the permitted uses and disclosures of PHI by the recipient of the LDS;
2. provides who is permitted to use or receive the LDS;
3. limits further uses and disclosures of the LDS by the recipient to those permitted by the Data Use Agreement;
4. requires the recipient to use appropriate safeguards to prevent improper use or disclosure of the LDS;
5. requires reporting of any use or disclosure of the PHI not provided for by the Data Use Agreement to the UNCHCS Member Facility;
6. prohibits the recipient from using or further disclosing the PHI;
7. ensures that any agents to whom the recipient provides the LDS also agrees to the same restrictions and conditions that apply to the recipient; and
8. prohibits the recipient from identifying the information or contacting the patient.

E. Violations Committed by LDS Recipient

If a UNCHCS Facility is aware of a pattern of activity or practice of the recipient of the LDS which suggests that the recipient is in violation of the terms of the Data Use Agreement such activity should be reported to the UNCHCS Privacy Office immediately.

III. Definitions

IV. References

Limited Data Set – Protected Health Information that excludes the 16 direct identifiers set forth at 45 CFR § 164.514(e)(2).

45 C.F.R. § 164.514(e)

V. Related Policies/Forms

Attachments: No Attachments

Approval Signatures

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<tr>
<th>Step Description</th>
<th>Approver</th>
<th>Date</th>
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<td>Jerylyn Williams: VP Chief Audit &amp; Comp Officer</td>
<td>01/2019</td>
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<td>SYSTEM Site Administrator</td>
<td>Emilie Hendee: HCS-Sr Attorney</td>
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<td>David Behinfar: HCS-Privacy Dir</td>
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Applicability

Caldwell Memorial Hospital, Chatham Hospital, Johnston Health, Nash Health Care, UNC Health Care System, UNC Lenoir Health Care, UNC Medical Center, UNC Physicians Network, UNC Rex Healthcare, UNC Rockingham Health Care, Wayne Memorial Hospital