MOREHOUSE MEDICAL ASSOCIATES

POLICY: DE-IDENTIFICATION OF PROTECTED HEALTH INFORMATION

SUBJECT: HEALTH INFORMATION MANAGEMENT

POLICY #: 0024

EFFECTIVE DATE: April 14, 2003

PURPOSE:

To establish Morehouse Medical Associates (MMA) guidelines for complete de-identification of Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ACCOUNTABILITY:

The Medical Director will be responsible for implementation of this policy. The managers and supervisors shall ensure compliance with this policy.

POLICY:

I. General

A. MMA has a duty to protect the confidentiality and integrity of PHI as required by law. Whenever possible, de-identified PHI should be used. De-identified PHI is rendered anonymous when identifying characteristics are completely removed.

II. Requirements

A. De-Identification

A.1 The eighteen (18) specific identifiers must be removed from any information set in order for the information to be considered de-identified. The identifiers are:

1. Names (including names of relatives and employer);
2. All geographic subdivisions smaller than a state, including street address, city, county, precinct, and zip code;
3. All elements of dates relating to an individual such as birth date, admission date, discharge date and date of death;
4. Telephone numbers;
5. Fax numbers;
6. Electronic mail addresses;
7. Social Security numbers;
8. Medical Record numbers;
9. Health plan beneficiary numbers;
10. Account numbers;

11. Certificate/license numbers;
12. Vehicle identifiers and serial numbers, including license plate numbers;
13. Device identifiers and serial numbers;
14. Web universal resource locators (URL's)
15. Internet protocol (IP) address numbers;
16. Biometric identifiers, including finger and voice prints;
17. Full face photographic images and any comparable images; and
18. Any other unique identifying number, characteristic or code. Except for re-identification as described below

A.2 De-identified information will be used for research or marketing purposes, public health or health care operations.

B. Re-Identification:

1. The Medical Director or designee may assign a code or other means of record identification to allow information de-identified to be re-identified by MMA provided that:

   a. Derivation: The code or other means of record identification is not derivative or related to information about the individual, and is not otherwise capable of being translated so as to identify the individual; and

   b. Security: MMA does not use or disclose the code or other means of record identification for any other purpose, and does not discloses the mechanism for re-identification

C. Limited Data Set:

1. A limited data set excludes specified direct identifiers of the individual or of relatives, employers, or household members of the individual. The following identifiers must be removed to qualify as a limited data set:

   a. Name;
   b. Street address (not considered to be city, state or zip code)
   c. Telephone and fax numbers
   d. E-mail address
   e. Social security number
   f. Certificate/license numbers;
   g. URL's and IP addresses
   h. Full face photos and any other comparable images;
   i. Medical record numbers, health plan beneficiary numbers and other account numbers;

j. Device identifiers and serial numbers;
k. Biometric identifiers, including finger and voice prints; and
l. Characteristic identifiers, including tattoos.

2. HIPAA allows modifications to the above de-identified procedure to permit the use and disclosure of a limited data set. Information in a limited data set may be used for certain research, public health and health care operations purposes only.

D. Data Use Agreement

D.1 MMA must enter into a "data use agreement" with the recipient of the information. **The Data Use Agreement must**:

1. establish the permitted uses and disclosures of the limited data set by the recipient. This should be consistent with the purpose of the research, and the HIPAA Privacy Rule;

2. limit all who can use or receive the data; and

3. require the recipient to agree to the following:

   a. Not to use or disclose information other than as permitted by the data use agreement or otherwise required by law.

   b. Use appropriate safeguards to prevent use or disclosure of the limited data set other than as provided for in the Data Use Agreement.

   c. Report to MMA any use or disclosure of the information not provided for by the agreement (of which the recipient becomes aware);

   d. Not identify the data or contact the individual.

D.2 Information which can be disclosed in a limited data set agreement include dates of admission and discharge, birth dates, city, state and zip code.

D.3 If violations of the limited data set agreement are discovered, MMA will discontinue disclosure to the recipient and patient will be notified immediately with a written notification as to non-incidental disclosure.

Exhibit (S)

A. Data Use Agreement

By Direction of the Dean: _____
Medical Director

Exhibit A

MOREHOUSE MEDICAL ASSOCIATES
Data Use Agreement

Patient Confidentiality:

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Georgia State statutes protect the confidentiality of patient information. The attached information is being provided to you in a Limited Data Set, which means all direct patient identifiers have been removed. This information, however, is still protected under the federal privacy regulations, which include penalties for improper use or disclosure.

The undersigned agrees to the following with respect to the Limited Data Set(s) provided:

1. I will not use or disclose any of the data received except to fulfill the purpose of the request, which is:

   _____

   _____

   If I wish to use this information for any other purpose, I must request approval from the Medical Director, Morehouse Medical Associates.

2. I understand that I, or those under my direct supervision, are the only parties authorized to use this information, unless others are specified below:

   _____

   _____

3. I will not further use or disclose the information other than as permitted by this Data Use Agreement or as otherwise required by law.

4. I will not attempt to link or permit others to attempt to link the information of persons in the data set with personally identifiable records from any other source, to learn the identity of any person represented in the data set, or to contact any individual represented in the data set.

5. I will use appropriate safeguards to prevent inappropriate use or disclosure of the information other than as provided for by the Data Use Agreement.

6. If I become aware of any use or disclosure of the information in this data set beyond what is allowed by this Data Use Agreement, I will report that disclosure to the Compliance Office – 404 756-1345.

7. I will ensure that any agents, including any subcontractors, to whom I provide this information, agree to the same restrictions and conditions by having them sign a copy of this Data Use Agreement and I will keep those signed agreements in my files and make them available to Morehouse Medical Associates upon request.

My signature indicates my agreement to comply with the above-stated requirements.

_____

Signed Date

_____

Printed Name Department/Organization/Phone Number