

AHA Analytics Data Release Policy for Hospital-Specific Reporting

For its community health, strategic planning, and quality reports available online, the Arkansas Hospital Association's AHA Analytics program makes information available to members of the Arkansas Hospital Association ("AHA Members").

All AHA Members will have access to: static strategic planning reports; static quality reports; and interactive community health reports.

Interactive strategic planning reports and interactive quality reports are available only to AHA Members that have executed an AHA Data Program Agreement and submitted discharge data to the program ("Participating Facilities").

Section I. Applicability

This policy applies to all member healthcare facilities ("Members") accessing AHA Analytics static or interactive reports online.

Section II. AHA Member Access to Its Own Data

Each AHA Member will have access to its own data through the AHA Analytics portal. AHA Members may access, use, and disclose their own data for any purpose consistent with HIPAA laws and regulations and other applicable law.

Section III. System Access to Facility

Systems and other organizations composed of multiple facilities may access facility-level data for all facilities in the system/organization by submitting the appropriate access agreement. System level access is available only if all facilities in the system are Participating Facilities.

Section IV. Participating Facilities Data Use Requirements

Hospital-specific information other than an AHA Member's own data is provided only to Participating Facilities through interactive strategic planning and interactive quality reports. The data available in the interactive strategic planning and quality reports falls within the definition of a "limited data set" as defined in 45 C.F.R. 164.514(e) of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Standards for Privacy of Individually Identifiable Health Information.

Accordingly, the following mandatory Data Use requirements will be followed by every Participating Facility that accesses interactive strategic planning and quality reports through the AHA Analytics program. References to "data" or "Report Data" in this section *do not* include the Participating Facility's own data, which is governed by Section II above.

1. Participating Facilities may only use data in the interactive strategic planning and quality reports ("Report Data") for their own use, consistent with this policy, privacy laws and regulations, and other applicable laws.

2. Participating Facilities will not use or further disclose any Report Data in any way except for purposes of its health care operations or as otherwise required by law. Participating Facilities agree to report any use or disclosure not permitted by this policy promptly to the AHA's Privacy Officer.

3. As stated in the AHA Data Program Agreement, data may be made available for research purposes pursuant to a separately executed agreement between the AHA and the researcher(s). Participating Facilities interested in accessing data for research purposes should contact the AHA.

4. AHA will grant access to the AHA Analytics program for consultants who are acting as an agent of a Participating Facility. The consultant will be afforded access as authorized by the Participating Facility's Chief Executive Officer for a limited period of 90 days and will need to sign the authorization form agreeing to comply with the AHA Analytics Data Release Policy for Hospital-Specific Reporting, as would any employee of the Participating Facility being authorized access. In addition to the standard authorization requirements for AHA Analytics, the AHA would expect that the Participating Facility has a formal agreement in place with the consultant to provide the same level of data protection that is agreed to between AHA and the Participating Facility in the executed AHA Data Program Agreement. The Participating Facility will provide a copy of the formal agreement if AHA makes such a request.

5. Release of patient identifiers not included in the definition of "limited data set" is strictly prohibited. Participating Facilities will not disclose any information from the Report Data that identifies any patient, directly or indirectly. Participating Facilities will not use the Report Data to identify any individuals whose information is included in the data, nor to contact those individuals under any circumstances.

6. Participating Facilities will not use information from the AHA Analytics Hospital-Specific Reports: (a) to compete with the products and services offered by the AHA or its subsidiaries; or (b) for any advertising purpose that either compares one Participating Facility to other participants or that groups participants, directly or indirectly.

7. Each person who will have access to the AHA Analytics interactive reports must sign an Individual User Agreement for Access to Hospital-Specific Data agreeing to comply with all requirements of this policy that are applicable to Participating Facilities.

8. Participating Facilities will: (a) ensure that only authorized users who have signed the appropriate agreement access the AHA Analytics portal; and (b) promptly notify the AHA if an authorized user's access should be terminated.