



PENINSULA RSN

NETWORK MANAGEMENT POLICIES AND PROCEDURES

Policy Name: HIPAA COMPLIANCE AND PRIVACY

Policy Number: 5.01

Reference: 45 CFR 160, 162, and 164

Effective Date: 9/2005

Revision Date(s): 11/2010

Approved by: PRSN Executive Board

CROSS REFERENCES

- Policy: Corrective Action Plans
- Kitsap County HIPPA Resolution

PURPOSE

The Peninsula Regional Support Network (PRSN) shall comply, and ensure compliance of each of its providers and other subcontractors, with all federal and state privacy regulations, including Health Insurance Accountability and Portability Act (HIPAA).

PROCEDURE

1. The PRSN does not routinely keep individually identifiable health information.
 - Information in the possession of the PRSN is kept in accordance with HIPAA regulations and is locked with limited staff access.
2. PRSN providers have policies requiring compliance with HIPAA and other privacy regulations.
 - These are reviewed during The Department licensing reviews.
3. The PRSN monitors Ombudsman activities for compliance.

MONITORING

This policy is mandated by contract or statute.

1. This policy will be monitored through use of PRSN:
 - Annual PRSN Provider and Subcontractor Administrative Review.
2. If a provider performs below expected standards during the review listed above, a Corrective Action will be required for PRSN approval. Reference PRSN Corrective Action Policy.



PENINSULA RSN

HIPAA AND MEDICAID COMPLIANCE POLICIES AND PROCEDURES

Policy Name: HIPAA MANAGEMENT INFORMATION AND CONFIDENTIALITY

Policy Number: 5.02

Reference: WAC 388-865-0275

Effective Date: 9/2005

Revision Date(s):

Approved by: PRSN Executive Board

CROSS REFERENCES

- Policy: Corrective Action Plans
- Policy: Data Transfer to the MHD
- Policy: Loading of MHD Enrollment Data
- Policy: IS Processing Procedures

PURPOSE

It is the policy of the Peninsula Regional Support Network (PRSN) to report required management information to the department and assure operation of a management information system; and ensure that provider information for persons receiving mental health services funded by public dollars is reported to the state mental health information system, according to departmental guidelines, and assuring that the consumer's right to confidentiality of information is upheld.

PROCEDURE

1. The PRSN, through its contract and Statement of Work with Kitsap Mental Health Services (KMHS), provides a management information system for providers; providers use the mental health information system as specified by sub-contract and statement of work for state-wide and/or PRSN management reports and for locating case managers.

2. The PRSN maintains and requires its providers and subcontractors to maintain confidentiality of information contained in the mental health information system in recognition of the consumer's right to confidentiality and according to WAC 388-865 and Chapters 70.02, 71.05 and 71.34 RCW.
 - a. The PRSN ensures all PRSN, county, provider or subcontractor staff having access to the mental health information systems are instructed in the confidentiality requirements through monitoring and review of providers.
 - b. The PRSN, county, provider or subcontractor maintains on file a statement signed by those staff with access to consumer identity or information which acknowledges understanding and agreement to abide by these requirements.
3. Contracted provider and subcontractors agencies will adhere to established PRSN data collection and reportage requirements (see MIS Data Collection and Reportage Policy).

MONITORING

This policy is mandated by contract or statute.

1. This policy will be monitored through use of PRSN:
 - Annual PRSN Provider and Subcontractor Administrative Review
2. If a provider performs below expected standards during the review listed above, a Corrective Action will be required for PRSN approval. Reference PRSN Corrective Action Plan Policy.



PENINSULA RSN

HIPAA AND MEDICAID COMPLIANCE POLICIES AND PROCEDURES

Policy Name: HIPAA ADMINISTRATIVE REQUIREMENTS
FOR IMPLEMENTATION AND
MAINTENANCE

Policy Number: 5.03

Reference: 45 CFR Parts 160, 162 and 164

Effective Date: 5/2005

Revision Date(s): 1/2008

Approved by: PRSN Executive Board

PURPOSE

To outline the obligations relating to the implementation and maintenance of the Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated there under.

This policy applies to members of the Peninsula Regional Support Network (PRSN) workforce as defined by the Health Insurance Portability and Accountability Act of 1996.

DEFINITIONS

Protected Health Information (PHI) means individually identifiable information relating to past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual.

Workforce Members means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for PRSN, its offices, programs or facilities, is under the direct control of PRSN, office, program or facility, regardless of whether they are paid by PRSN.

Business Associate (BA) means a person or entity who, on behalf of PRSN, or an office, program or facility of PRSN, but not in the capacity of a workforce member, performs, or assists in the performance of, a function or activity involving the use or disclosure of PHI, or provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services involving disclosure of PHI.

Privacy Notice means the notice of privacy practices relating to PRSN's use and disclosure of PHI that is mandated under HIPAA regulations for distribution to all individuals whose information will be collected by or on behalf of PRSN.

PROCEDURE

1. **Personnel Designations:** PRSN has documented designations of the following:

Privacy Officer: PRSN has a designated individual to be the Privacy Officer, responsible for the development, implementation, and maintenance of PRSN wide policies and procedures relating to the safeguarding of PHI.

Contact Person or Office: PRSN has a designated individual, position title, or office responsible for receiving complaints relating to PHI and for providing information about PRSN's privacy practices.

2. **Training Requirements:** PRSN must document the following training actions:

On or before the effective date of the HIPAA privacy regulations [4/14/03], and every three years thereafter, all PRSN employees and other workforce members must receive training on applicable policies and procedures relating to PHI as necessary and appropriate for such persons to carry out their functions within PRSN.

Each new workforce member shall receive the training as described above within a reasonable time after joining the workforce, and every three years thereafter. Each workforce member, whose functions are impacted by a material change in the policies and procedures relating to PHI, or by a change in position or job description, must receive the training as described above within a reasonable time after the change becomes effective.

3. **Safeguards:** PRSN has in place appropriate administrative, technical, and physical safeguards to reasonably safeguard PHI from intentional or unintentional unauthorized use or disclosure.
4. **Complaint Process:** PRSN has in place a process for individuals to make complaints about the PRSN's HIPAA policies and procedures and/or the entity's compliance with those policies and procedures, and must document all complaints received and the disposition of each complaint.
5. **Disciplinary Action:** PRSN will initiate disciplinary action against workforce members who fail to comply with HIPAA policies and procedures. [Note - there are exceptions for disclosures made by workforce members who qualify as whistleblowers or certain crime victims.]

6. Mitigation Efforts Required: PRSN will mitigate, to the extent practical, any harmful effects of unauthorized uses or disclosures of PHI by PRSN or any of its business associates.

7. Intimidating or Retaliatory Acts and Waiver of Rights Prohibited:

Prohibition on Intimidating or Retaliatory Acts: No employee of PRSN shall intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual for the exercise of their rights or participation in any process relating to HIPAA compliance, or against any person for filing a complaint with the Secretary of the U.S. Department of Health and Human Services, participating in a HIPAA related investigation, compliance review, proceeding or hearing, or engaging in reasonable opposition to any act or practice that the person in good faith believes to be unlawful under HIPAA regulations as long as the action does not involve disclosure of PHI in violation of the regulations.

Prohibition on Waiver of Rights: No employee of PRSN shall require individuals to waive any of their rights under HIPAA as a condition of treatment, payment, enrollment in a health plan or eligibility for benefits.

8. Policies and Procedures: PRSN will document the following actions relating to its policies and procedures:

Required Policies and Procedures: PRSN has in place policies and procedures to assure appropriate safeguarding of PHI in its operations.

Changes to Policies and Procedures: PRSN changes its policies and procedures as necessary and appropriate to conform to changes in law or regulation. PRSN also may make changes to policies and procedures at other times as long as the policies and procedures are still in compliance with applicable law. Where necessary, PRSN will make correlative changes in its Privacy Notice. PRSN will not implement a change in policy or procedure prior to the effective date of the revised Privacy Notice.

9. Documentation Requirements: PRSN maintains the required policies and procedures in written or electronic form, and will maintain written or electronic copies of all communications, actions, activities or designations as are required to be documented hereunder, or otherwise under the HIPAA regulations, for a period of six years from the later of the date of creation or the last effective date.

10. Distribution of Privacy Notice: PRSN makes available Privacy Notices to all contracted providers of PRSN for distribution to consumers new to service. PRSN will promptly revise and distribute its notice whenever there is a material change to the uses and disclosures, the individual's rights, PRSN's legal duties, or other privacy practices stated in the notice.

MONITORING

This policy is mandated by contract or statute.

1. This policy will be monitored through use of PRSN:
 - Annual PRSN Provider and Subcontractor Administrative Review
2. If a provider performs below expected standards during the review listed above, a Corrective Action will be required for PRSN approval. Reference PRSN Corrective Action Plan Policy.

**Peninsula Regional Support Network (PRSN)
Maintenance Plan for HIPAA Policies**

Task	Staff Responsible	Comments	Frequency /Due Date	Comments
Through the Administrative Review process ensure continuous monitoring of compliance with PRSN HIPAA policies throughout network.	Stacey Smith	This is on the annual Administrative Review Tool	On-going, annual reviews	
Through the Administrative Review process ensure continuous monitoring of the provider staff are instructed in the confidentiality requirements.	Stacey Smith	This is on the annual Administrative Review Tool	On-going, annual reviews	
Through the Administrative Review process ensure continuous monitoring of the provider staff signed statement that acknowledges understanding of requirements in personnel records.	Stacey Smith	This is on the annual Administrative Review Tool	On-going, annual reviews	
Assure all PRSN staff have on file a signed statement that acknowledges understanding of requirements.	Linda Ward	Signed statements for each PRSN staff person will be kept on file by the Administrative Assistant.	Annually	
Designation of HIPAA Contact Person	Linda Ward	The role of the HIPAA Contact person is the responsibility of the Administrative Assistant. This position is responsible for receiving complaints and retaining original copies of complaints.	As needed	

Task	Staff Responsible	Comments	Frequency /Due Date	Comments
Provision of Training requirements	Tina Mitchell	PRSN staff are trained on the HIPAA privacy regulations.	Every Three years, and when there are new staff	
Assure all staff who have received HIPAA training have signed a statement acknowledging the training.	Tina Mitchell	To be completed at the time of training and kept on file with signed statements that acknowledge understanding of requirements.	Every three years and when there are new staff	
Creation and distribution of a privacy and/or security reminder newsletter/flyer.	Tina Mitchell and Linda Ward	To be distributed via e-mail and in routine meetings.	Every three months	
Continuous practice of physical safeguards.	All PRSN Staff	Any documentation containing PHI is maintained in a locked file cabinet with keys hidden.	Ongoing	
Posting of Privacy Notice	Tina Mitchell	The PRSN Privacy Notice is posted in a visible area.	Ongoing	
Accounting of Disclosures	Linda Ward	A file containing a log to document disclosures is maintained by the Administrative Assistant.	Ongoing	

Task	Staff Responsible	Comments	Frequency /Due Date	Comments
Continuous practice of password protection	Kitsap County Information Services Department	All PRSN staff have a unique and confidential password to access the PRSN computer systems and e-mail. Passwords are regularly changed (every 60 days) maintain security of the system.	Ongoing.	
Observation of E-mail confidentiality policies	All Staff	It is the policy and practice of the PRSN that no e-mail message shall contain PHI. If at any time either a PRSN employee or contactor transmit PHI as part of an e-mail message, the PRSN employee shall immediately notify the sending party and the Privacy Officer.	Ongoing	
Observation of Fax confidentiality policies	All Staff	A HIPAA confidentiality statement is on the PRSN fax cover sheet. Faxes should only be sent with the PRSN fax cover sheet.	Ongoing	

Task	Staff Responsible	Comments	Frequency /Due Date	Comments
Use of other Electronic Communication	All Staff	Electronic communications containing PHI may be accomplished using the shared network drive that will be accessible to PRSN staff and provider agencies through the system "Virtual Private Network/Secure Socket Layer system".	Ongoing	
Ensure signed Business Associate Addendum are in place	Anders Edgerton	Each contract provider must have signed the Business Associate Addendum. The addendums are kept on file at the PRSN office.	Completed	
Website	Anders Edgerton	A HIPAA statement is added to the PRSN Mental Health webpage within the Kitsap County website.		



PENINSULA RSN

HIPAA AND MEDICAID COMPLIANCE POLICIES AND PROCEDURES

Policy Name: HIPAA SIMPLIFICATION DEFINITIONS

Policy Number: 5.04

Reference:

Effective Date: 7/2005

Revision Date(s): 1/2008

Approved by: PRSN Executive Board

PURPOSE

The intent of this policy is to provide simplified definitions for the Federal Health Insurance Accountability and Portability Act (HIPAA) requirements and implementation.

DEFINITIONS

Section 160.103 Definitions (Subchapter C Definitions — Apply to all HIPAA Administrative Simplification Regulations).

Except as otherwise provided, the following definitions apply to all HIPAA Administrative Simplification Regulations:

Act means the Social Security Act.

ANSI stands for the American National Standards Institute.

Business Associate

(1) Except as provided in paragraph (2) of this definition, business associate means, with respect to a Covered Entity, a person who:

(i) On behalf of such Covered Entity or of an Organized Health Care Arrangement (as defined in §164.501 of this subchapter), in which the Covered Entity participates, but other than in the capacity of a member of the Workforce of such Covered Entity or Arrangement, performs, or assists in the performance of:

(A) A function or activity involving the Use or Disclosure of Individually Identifiable Health Information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing;
or

(B) Any other function or activity regulated by this subchapter; or

(ii) Provides, other than in the capacity of a member of the Workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation (as defined in §164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an Organized Health Care Arrangement in which the Covered Entity participates, where the provision of the service involves the Disclosure of Individually Identifiable Health Information from such Covered Entity or Arrangement, or from another business associate of such Covered Entity or Arrangement, to the person.

(2) A Covered Entity participating in an Organized Health Care Arrangement that performs a function or activity as described by paragraph (1)(i) of this definition for or on behalf of such Organized Health Care Arrangement, or that provides a service as described in paragraph (1)(ii) of this definition to or for such Organized Health Care Arrangement, does not, simply through the performance of such function or activity or the provision of such service, become a business associate of other Covered Entities participating in such Organized Health Care Arrangement.

(3) A Covered Entity may be a business associate of another Covered Entity.

Compliance Date means the date by which a Covered Entity must comply with a Standard, Implementation Specification, requirement or Modification adopted under this subchapter.

Covered Entity means one of the following:

- (1) A Health Plan.
- (2) A Health Care Clearinghouse.
- (3) A Health Care Provider who transmits any Health Information in electronic form in connection with a Transaction covered by this subchapter.

Group Health Plan (also see definition of Health Plan in this section) means an employee welfare benefit plan (as defined in section 3(1) of the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. 1002(1)), including insured and self-insured plans, to the extent that the plan provides medical care (as defined in section 2791(a)(2) of the Public Health Service (PHS) Act, 42 U.S.C. 300gg- 91(a)(2)), including items and services paid for as medical care, to employees or their dependents directly or through insurance, reimbursement, or otherwise, that--

- (1) Has 50 or more participants (as defined in section 3(7) of ERISA, 29 U.S.C. 1002(7)); or
- (2) Is administered by an entity other than the employer that established and maintains the plan.

HCFA stands for Health Care Financing Administration within the Department of Health and Human Services, referred to as CMS (Centers for Medicare and Medicaid Services).

HHS stands for the Department of Health and Human Services.

Health Care means care, services, or supplies furnished to an Individual and related to the health of the Individual. Health Care includes the following:

- (1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an Individual or that affects the structure or function of the body.
- (2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

Health Care Clearinghouse means a public or private entity, including a billing service, repricing company, community health management information system or community health information system, and "value-added" networks and switches that does either of the following functions:

- (1) Processes or facilitates the processing of Health Information received from another entity in a nonstandard Format or containing nonstandard Data Content into Standard Data Elements or a Standard Transaction.
- (2) Receives a Standard Transaction from another entity and processes or facilitates the processing of Health Information into nonstandard Format or nonstandard Data Content for a receiving entity.

Health Care Provider means a provider of services (as defined in section 1861(u) of the Act, 42 U.S.C. 1395x(u)), a provider of medical or other health services (as defined in section 1861(s) of the Act, 42 U.S.C. 1395x(s)), and any other person or organization who furnishes, bills, or is paid for Health Care in the normal course of business.

Health Information means any information, whether oral or recorded in any form or medium, that:

- (1) Is created or received by a Health Care Provider, Health Plan, Public Health Authority, employer, life insurer, school or university, or Health Care Clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an Individual; the provision of Health Care to an Individual; or the past, present, or future payment for the provision of Health Care to an Individual.

Health Insurance Issuer (as defined in section 2791(b) of the PHS Act, 42 U.S.C. 300gg-91(b)(2), and used in the definition of Health Plan in this section) means an insurance company, insurance service, or insurance organization (including an HMO) that is licensed to engage in the business of insurance in a State and is subject to State law that regulates insurance. Such term does not include a Group Health Plan.

Health Maintenance Organization (HMO) (as defined in section 2791 of the PHS Act, 42 U.S.C. 300gg-91(b)(3), and used in the definition of Health Plan in this section) means a Federally qualified HMO, an organization recognized as an HMO under State law, or a similar organization regulated for solvency under State law in the same manner and to the same extent as such an HMO.

Health Plan means an individual or group plan that provides, or pays the cost of, medical care (as defined in section 2791(a)(2) of the PHS Act, 42 U.S.C. 300gg-91(a)(2)).

- (1) Health Plan includes the following, singly or in combination:
- (i) A Group Health Plan, as defined in this section.
 - (ii) A Health Insurance Issuer, as defined in this section.
 - (iii) An HMO, as defined in this section.
 - (iv) Part A or Part B of the Medicare program under title XVIII of the Act.
 - (v) The Medicaid program under title XIX of the Act, 42 U.S.C. 1396 et seq.
 - (vi) An issuer of a Medicare supplemental policy (as defined in section 1882(g)(1) of the Act, 42 U.S.C. 1395ss(g)(1)).
 - (vii) An issuer of a long-term care policy, excluding a nursing home fixed-indemnity policy.
 - (viii) An employee welfare benefit plan or any other arrangement that is established or maintained for the purpose of offering or providing health benefits to the employees of two or more employers.
 - (ix) The health care program for active military personnel under title 10 of the United States Code.
 - (x) The veterans health care program under 38 U.S.C. chapter 17.
 - (xi) The Civilian Health and Medical Program of the Uniformed Services (CHAMPUS), as defined in 10 U.S.C. 1072(4).
 - (xii) The Indian Health Service program under the Indian Health Care Improvement Act (25 U.S.C. 1601 et seq.).
 - (xiii) The Federal Employees Health Benefit Program under 5 U.S.C. 8902 et seq.
 - (xiv) An approved State child health plan under title XXI of the Act, providing benefits that meet the requirements of section 2103 of the Act, 42 U.S.C. 1397 et seq.
 - (xv) The Medicare + Choice program under part C of title XVIII of the Act, 42 U.S.C. 1395w-21 through 1395w-28.
 - (xvi) A high risk pool that is a mechanism established under State law to provide health insurance coverage or comparable coverage to eligible individuals.
 - (xvii) Any other individual or group plan, or combination of individual or group plans, that provides or pays for the cost of medical care (as defined in section 2791(a)(2) of the PHS Act, 42 U.S.C. 300gg-91(a)(2)).

(2) Health plan excludes:

(i) Any policy, plan, or program to the extent that it provides or pays for the cost of, expected benefits that are listed in Section 2791(c)(1) of the PHS Act, 42 U.S.C. 300gg-91(c)(1); and

(ii) A government funded program (other than one listed in paragraph (1)(i) -(xvi) of this definition):

(A) Whose principal purpose is other than providing, or paying the cost of, health care; or,

(B) Whose principal activity is:

(1) The direct provision of health care to persons; or

(2) The making of grants to fund the direct provision of health care to persons.

Implementation Specification means the specific requirements or instructions for implementing a Standard.

Modify or Modification refers to a change adopted by the Secretary, through regulation, to a Standard or an Implementation Specification.

Secretary means the Secretary of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

Small Health Plan means a Health Plan with annual receipts of \$5 million or less.

Standard means a rule, condition, or requirement

(1) Describing the following information for products, systems, services or practices:

(i) Classification of components.

(ii) Specification of materials, performance, or operations; or

(iii) Delineation of procedures; or

(2) With respect to the privacy of Individually Identifiable Health Information.

Standard Setting Organization (SSO) means an organization accredited by the American National Standards Institute that develops and maintains standards for information transactions or Data Elements, or any other Standard that is necessary for, or will facilitate the implementation of, this part.

State refers to one of the following: (1) For Health Plans established or regulated by Federal law, State has the meaning set forth in the applicable section of the United States Code for each Health Plan. (2) For all other purposes, State means the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, and Guam.

Trading Partner Agreement means an agreement related to the exchange of information in electronic transactions, whether the agreement is distinct or part of a larger agreement, between each party to the agreement. (For example, a trading partner agreement may specify, among other things, the duties and responsibilities of

each party to the agreement in conducting a Standard Transaction.)

Transaction means the exchange of information between two parties to carry out financial or administrative activities related to health care. It includes the following types of information transmissions:

- (1) Health care claims or equivalent encounter information.
- (2) Health care payment and remittance advice.
- (3) Coordination of benefits.
- (4) Health care claim status.
- (5) Enrollment and disenrollment in a Health Plan.
- (6) Eligibility for a Health Plan.
- (7) Health plan premium payments.
- (8) Referral certification and authorization.
- (9) First report of injury.
- (10) Health claims attachments.
- (11) Other transactions that the Secretary may prescribe by regulation.

Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity, is under the direct control of such entity, whether or not they are paid by the Covered Entity.

Section 162.103 Definitions (Apply to Part 162 – Electronic Data Regulations ONLY).

For purposes of this part, the following definitions apply:

Code Set means any set of codes used to encode Data Elements, such as tables of terms, medical concepts, medical diagnostic codes, or medical procedure codes. A Code Set includes the codes and the descriptors of the codes.

Code Set Maintaining Organization means an organization that creates and Maintains the Code Sets adopted by the Secretary for use in the transactions for which Standards are adopted in this part.

Data Condition means the rule that describes the circumstances under which a Covered Entity must use a particular Data Element or Segment.

Data Content means all the Data Elements and Code Sets inherent to a Transaction, and not related to the Format of the Transaction. Data Elements that are related to the Format are not Data Content.

Data Element means the smallest named unit of information in a Transaction.

Data Set means a semantically meaningful unit of information exchanged between two parties to a Transaction.

Descriptor means the text defining a code.

Designated Standard Maintenance Organization (DSMO) means an organization designated by the Secretary under Sec. 162.910(a).

Direct Data Entry means the direct entry of data (for example, using dumb terminals or web browsers) that is immediately transmitted into a Health Plan's computer.

Electronic Media means the mode of electronic transmission. It includes the Internet (wideopen), Extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

Format refers to those Data Elements that provide or control the enveloping or hierarchical structure, or assist in identifying Data Content of, a Transaction.

HCPCS stands for the Health [Care Financing Administration] Common Procedure Coding System.

Maintain or Maintenance refers to activities necessary to support the use of a Standard adopted by the Secretary, including technical corrections to an Implementation Specification, and enhancements or expansion of a Code Set. This term excludes the activities related to the adoption of a new Standard or Implementation Specification, or Modification to an adopted Standard or Implementation Specification.

Maximum Defined Data Set means all of the required Data Elements for a particular Standard based on a specific Implementation Specification.

Segment means a group of related Data Elements in a Transaction.

Standard Transaction means a Transaction that complies with the applicable Standard adopted under this part.

Section 160.202 Definitions (Apply to Part 160, Subpart B – Preemption of State Law ONLY).

For purposes of this subpart, the following terms have the following meanings:

Contrary, when used to compare a provision of State Law to a Standard, requirement, or Implementation Specification adopted under this subchapter, means:

- (1) A Covered Entity would find it impossible to comply with both the State and federal requirements; or
- (2) The provision of State Law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of part C of title XI of the Act or section 264 of Pub. L. 104-191, as applicable.

More Stringent means, in the context of a comparison of a provision of State Law and a Standard, requirement, or Implementation Specification adopted under subpart E of part 164 of this subchapter, a State Law that meets one or more of the following criteria:

- (1) With respect to a Use or Disclosure, the law prohibits or restricts a Use or Disclosure in circumstances under which such Use or Disclosure otherwise would be permitted under this subchapter, except if the Disclosure is:
 - (i) Required by the Secretary in connection with determining whether a Covered Entity is in compliance with this subchapter; or
 - (ii) To the Individual who is the subject of the Individually Identifiable Health

Information.

- (2) With respect to the rights of an Individual who is the subject of the Individually Identifiable Health Information of access to or amendment of Individually Identifiable Health Information, permits greater rights of access or amendment, as applicable; provided that, nothing in this subchapter may be construed to preempt any State Law to the extent that it authorizes or prohibits Disclosure of Protected Health Information about a minor to a parent, guardian, or person acting *in loco parentis* of such minor.
- (3) With respect to information to be provided to an Individual who is the subject of the Individually Identifiable Health Information about a Use, a Disclosure, rights, and remedies, provides the greater amount of information.
- (4) With respect to the form or substance of an authorization or consent for Use or Disclosure of Individually Identifiable Health Information, provides requirements that narrow the scope or duration, increase the privacy protections afforded (such as by expanding the criteria for), or reduce the coercive effect of the circumstances surrounding the authorization or consent, as applicable.
- (5) With respect to recordkeeping or requirements relating to accounting of Disclosures, provides for the retention or reporting of more detailed information or for a longer duration.
- (6) With respect to any other matter, provides greater privacy protection for the Individual who is the subject of the Individually Identifiable Health Information.

Relates to the Privacy of Individually Identifiable Health Information means, with respect to a State Law, that the State Law has the specific purpose of protecting the privacy of Health Information or affects the privacy of Health Information in a direct, clear, and substantial way.

State Law means a constitution, statute, regulation, rule, common law, or other State action having the force and effect of law.

Section 164.501 – Definitions – Applies to Part 164, Subparts B-D – Privacy Regulations ONLY).

As used in this subpart, the following terms have the following meanings:

Correctional Institution means any penal or correctional facility, jail, reformatory, detention center, work farm, halfway house, or residential community program center operated by, or under contract to, the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, for the confinement or rehabilitation of persons charged with or convicted of a criminal offense or other persons held in lawful custody. Other persons held in lawful custody includes juvenile offenders adjudicated delinquent, aliens detained awaiting deportation, persons committed to mental institutions through the criminal justice system, witnesses, or others awaiting charges or trial.

Covered Functions means those functions of a Covered Entity the performance of which makes the entity a Health Plan, Health Care Provider, or Health Care Clearinghouse.

Data Aggregation means, with respect to Protected Health Information created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such Protected Health Information by the Business Associate with the Protected Health Information received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the Health Care Operations of the respective Covered Entities.

Designated Record Set means:

- (1) A group of records maintained by or for a Covered Entity that is:
 - (i) The medical records and billing records about Individuals maintained by or for a covered Health Care Provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan; or
 - (iii) Used, in whole or in part, by or for the Covered Entity to make decisions about Individuals.
- (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for a Covered Entity.

Direct Treatment Relationship means a Treatment relationship between an Individual and a Health Care Provider that is not an Indirect Treatment Relationship.

Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

Health Care Operations means any of the following activities of the Covered Entity to the extent that the activities are related to Covered Functions, and any of the following activities of an Organized Health Care Arrangement in which the Covered Entity participates:

- (1) Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing Health Care costs, protocol development, case management and care coordination, contacting of Health Care Providers and patients with information about Treatment alternatives; and related functions that do not include Treatment;
- (2) Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, Health Plan performance, conducting training programs in which students, trainees, or practitioners in areas of Health Care learn under supervision to practice or improve their skills as Health Care Providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;
- (3) Underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for Health Care (including stop-loss insurance and excess of loss insurance), provided that

the requirements of Sec. 164.514(g) are met, if applicable;

- (4) Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;
- (5) Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and (6) Business management and general administrative activities of the entity, including, but not limited to:
 - (i) Management activities relating to implementation of and compliance with the requirements of this subchapter;
 - (ii) Customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that Protected Health Information is not disclosed to such policy holder, plan sponsor, or customer.
 - (iii) Resolution of internal grievances;
 - (iv) Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a Covered Entity or, following completion of the sale or transfer, will become a Covered Entity; and
 - (v) Consistent with the applicable requirements of Sec. 164.514, creating deidentified Health Information, fundraising for the benefit of the Covered Entity, and Marketing for which an individual authorization is not required as described in Sec. 164.514(e)(2).

Health Oversight Agency means an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is authorized by law to oversee the health care system (whether public or private) or government programs in which Health Information is necessary to determine eligibility or compliance, or to enforce civil rights laws for which Health Information is relevant.

Indirect Treatment Relationship means a relationship between an Individual and a Health Care Provider in which:

- (1) The Health Care Provider delivers Health Care to the Individual based on the orders of another Health Care Provider; and
- (2) The Health Care Provider typically provides services or products, or reports the diagnosis or results associated with the Health Care, directly to another Health Care Provider, who provides the services or products or reports to the Individual.

Individual means the person who is the subject of Protected Health Information.

Individually Identifiable Health Information is information that is a subset of Health Information, including demographic information collected from an Individual, and:

- (1) Is created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an Individual; the provision of Health Care to an Individual; or the past, present, or

future payment for the provision of Health Care to an Individual; and

- (i) That identifies the Individual; or
- (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

Inmate means a person incarcerated in or otherwise confined to a Correctional Institution.

Law Enforcement Official means an officer or employee of any agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, who is empowered by law to:

- (1) Investigate or conduct an official inquiry into a potential violation of law; or
- (2) Prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.

Marketing means to make a communication about a product or service a purpose of which is to encourage recipients of the communication to purchase or use the product or service.

- (1) Marketing does not include communications that meet the requirements of paragraph (2) of this definition and that are made by a Covered Entity:
 - (i) For the purpose of describing the entities participating in a Health Care Provider network or Health Plan network, or for the purpose of describing if and the extent to which a product or service (or payment for such product or service) is provided by a Covered Entity or included in a plan of benefits; or
 - (ii) That are tailored to the circumstances of a particular Individual and the communications are:
 - (A) Made by a Health Care Provider to an Individual as part of the Treatment of the Individual, and for the purpose of furthering the Treatment of that Individual; or
 - (B) Made by a Health Care Provider or Health Plan to an Individual in the course of managing the Treatment of that Individual, or for the purpose of directing or recommending to that Individual alternative Treatments, therapies, Health Care Providers, or settings of care.
- (2) A communication described in paragraph (1) of this definition is not included in Marketing if:
 - (i) The communication is made orally; or
 - (ii) The communication is in writing and the Covered Entity does not receive direct or indirect remuneration from a third party for making the communication.

Organized Health Care Arrangement means:

- (1) A clinically integrated care setting in which Individuals typically receive Health Care from more than one Health Care Provider;
- (2) An organized system of Health Care in which more than one Covered Entity participates, and in which the participating Covered Entities:
 - (i) Hold themselves out to the public as participating in a joint arrangement; and
 - (ii) Participate in joint activities that include at least one of the following:

- (A) Utilization review, in which Health Care decisions by participating Covered Entities are reviewed by other participating Covered Entities or by a third party on their behalf;
 - (B) Quality assessment and improvement activities, in which Treatment provided by participating Covered Entities is assessed by other participating Covered Entities or by a third party on their behalf; or
 - (C) Payment activities, if the financial risk for delivering Health Care is shared, in part or in whole, by participating Covered Entities through the joint arrangement and if Protected Health Information created or received by a Covered Entity is reviewed by other participating Covered Entities or by a third party on their behalf for the purpose of administering the sharing of financial risk.
- (3) A Group Health Plan and a Health Insurance Issuer or HMO with respect to such Group Health Plan, but only with respect to Protected Health Information created or received by such Health Insurance Issuer or HMO that relates to Individuals who are or who have been participants or beneficiaries in such Group Health Plan;
 - (4) A Group Health Plan and one or more other group Health Plans each of which are maintained by the same plan sponsor; or
 - (5) The group Health Plans described in paragraph (4) of this definition and Health Insurance Issuers or HMOs with respect to such group Health Plans, but only with respect to Protected Health Information created or received by such Health Insurance Issuers or HMOs that relates to Individuals who are or have been participants or beneficiaries in any of such group Health Plans.

Payment means:

- (1) The activities undertaken by:
 - (i) A Health Plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the Health Plan; or
 - (ii) A covered Health Care Provider or Health Plan to obtain or provide reimbursement for the provision of Health Care; and
- (2) The activities in paragraph (1) of this definition relate to the Individual to whom Health Care is provided and include, but are not limited to:
 - (i) Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefit claims;
 - (ii) Risk adjusting amounts due based on enrollee health status and demographic characteristics;
 - (iii) Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related Health Care data processing;
 - (iv) Review of Health Care services with respect to medical necessity, coverage under a Health Plan, appropriateness of care, or justification of charges;
 - (v) Utilization review activities, including precertification and preauthorization of

services, concurrent and retrospective review of services; and

(vi) Disclosure to consumer reporting agencies of any of the following Protected Health Information relating to collection of premiums or reimbursement:

(A) Name and address;

(B) Date of birth;

(C) Social security number;

(D) Payment history;

(E) Account number; and

(F) Name and address of the Health Care Provider and/or Health Plan. Plan sponsor is defined as defined at section 3(16)(B) of ERISA, 29 U.S.C. 1002(16)(B).

Protected Health Information means Individually Identifiable Health Information:

(1) Except as provided in paragraph (2) of this definition, that is:

(i) Transmitted by Electronic Media;

(ii) Maintained in any medium described in the definition of Electronic Media at Sec. 162.103 of this subchapter; or

(iii) Transmitted or maintained in any other form or medium.

(2) Protected Health Information excludes Individually Identifiable Health Information in:

(i) Education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; and

(ii) Records described at 20 U.S.C. 1232g (a)(4)(B)(iv).

Psychotherapy Notes means notes recorded (in any medium) by a Health Care Provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the Individual's medical record.

Psychotherapy Notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of Treatment furnished, results of clinical tests, and any summary of the following items: Diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

Public Health Authority means an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

Required by Law means a mandate contained in law that compels a Covered Entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare

conditions of participation with respect to Health Care Providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Research means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

Treatment means the provision, coordination, or management of Health Care and related services by one or more Health Care Providers, including the coordination or management of Health Care by a Health Care Provider with a third party; consultation between Health Care Providers relating to a patient; or the referral of a patient for Health Care from one Health Care Provider to another.

Use means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

Section 164.504 (Definitions for §164.504 — Organizational Requirements ONLY)

(a) Definitions. As used in this section (Organizational Requirements):

Common Control exists if an entity has the power, directly or indirectly, significantly to influence or direct the actions or policies of another entity.

Common Ownership exists if an entity or entities possess an ownership or equity interest of 5 percent or more in another entity.

Health Care Component has the following meaning:

- (1) Components of a Covered Entity that perform Covered Functions are part of the Health Care Component.
- (2) Another component of the Covered Entity is part of the entity's health care component to the extent that:
 - (i) It performs, with respect to a component that performs Covered Functions, activities that would make such other component a Business Associate of the component that performs Covered Functions if the two components were separate legal entities; and
 - (ii) The activities involve the Use or Disclosure of Protected Health Information that such other component creates or receives from or on behalf of the component that performs Covered Functions.

Hybrid Entity means a single legal entity that is a Covered Entity and whose Covered Functions are not its primary functions.

Plan Administration Functions means administration functions performed by the plan sponsor of a Group Health Plan on behalf of the Group Health Plan and excludes functions performed by the plan sponsor in connection with any other benefit or benefit plan of the plan sponsor.

Summary Health Information means information, that may be Individually Identifiable Health Information, and:

- (1) That summarizes the claims history, claims expenses, or type 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 at Sec. 164.514(b)(2)(i) has been deleted, except that the geographic information described in Sec. 164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.



PENINSULA RSN

HIPAA AND MEDICAID COMPLIANCE POLICIES AND PROCEDURES

Policy Name: HIPAA AGENCY STAFF TRAINING

Policy Number: 5.05

Reference: 45 CFR Parts 160, 162 and 164

Effective Date: 8/2005

Revision Date(s): 1/2010

Approved by: PRSN Executive Board

CROSS REFERENCES

- Policy: Corrective Action Plan

PURPOSE

The Health Insurance Accountability and Portability Act (HIPAA) was passed in 1996 as part of Congressional Response to the breach of confidentiality of consumer's protected health information. Health is a broadly defined term in HIPAA to include all medical, psychological, therapeutic and social services provided to a consumer where the information is either stored electronically or the fee for the services is billed electronically. The Peninsula Regional Support Network (PRSN) both stores protected health information electronically and bills for services electronically so we are what is called a "covered entity" under HIPAA.

PROCEDURE

1. HIPAA requires that agency staff are trained every three years on the requirements of the Privacy and Security Regulations of the law.

2. The training outline includes the following:

An Overview of the Law

- Technology
- Policy
- Practice
 - Purpose of the Privacy Regulations
 - Purpose of the Security Regulations

- Purpose of the Breach Notification Regulations
- Purpose of the Standardization of the Transaction and Code Sets

Privacy Regulations

- Definition of Protected Health Information
 - Individual Rights to Notice, Access, Accounting and Modification.
 - Business Relationships
 - Policies and Procedures of the Agency
 - Need to Know “Minimal Necessary Disclosure”

Security Regulations

- Administrative Safeguards
 - Contingency Plan
 - Chain of Trust Agreements
 - Access procedures
 - Incident Response Procedures
 - Virus Protection and Backup requirements
 - Media Controls (use and storage of disks).
- Technological
 - Authorization Controls
 - Data Authentication
 - Unique User ID
 - Passwords/PIN/Tokens (Password Management)
 - Automatic Log off
- Physical Safeguards
 - Assigned Security Responsibility
 - Physical Access Control
 - Controls over physical media
 - Secure Workstation Location
 - Policy over Workstation Use
 - Security Awareness Training
 - Work Station Use

Breach Notification Regulations

- Definition of a Breach
 - Description of Unsecured Protected Health Information
 - Disclosures excluded from Breach definition
 - Identifiers that compromise the security or privacy of the PHI

- Agency Process for breach identification
 - Procedure for informing appropriate agency staff
 - Method for determining whether incident was a breach or not
 - Notification Requirements
 - Timeliness of Notification
 - Content of Notification
 - Methods of notification
 - Requirement to inform the HHS Secretary
 - Documentation Requirements
 - Agency procedure for documenting potential breach incidents
3. The Training Curriculum is reviewed and modified as required annually through the efforts of the Privacy Officer and the Security Officer of the agency.

MONITORING

This policy is mandated by statute.

1. This policy will be monitored through use of PRSN:
 - Annual PRSN Provider and Subcontractor Administrative Review
2. If a provider performs below expected standards during the review listed above, a Corrective Action will be required for PRSN approval. Reference PRSN Corrective Action Policy.



PENINSULA RSN

HIPAA AND MEDICAID COMPLIANCE POLICIES AND PROCEDURES

Policy Name: HIPAA PRSN STAFF TRAINING PLAN FOR
PRIVACY AND SECURITY

Policy Number: 5.06

Reference: 45 CFR Parts 160, 162 and 164

Effective Date: 6/2004

Revision Date(s): 1/2010

Approved by: PRSN Executive Board

CROSS REFERENCES

- Policy: Corrective Action Plan

PURPOSE

The Peninsula Regional Support Network (PRSN) will train all members of its staff on the policies and procedures with respect to protected health information as necessary and appropriate for the members of the staff to carry out their function within the organization.

PROCEDURE

This training will:

1. Be provided to each member of the PRSN's staff and other persons employed or volunteers who are likely to have contact with protected health information.
2. Be provided to all new hires within thirty (30) days of hiring.
3. Be provided to each staff member whose functions are affected by a material change in the policies or procedures of the PRSN, within a reasonable period of time after the material change becomes effective. The PRSN will document that the training has been provided through maintenance of signed acknowledgements by all staff upon completion of any required training. This acknowledgement will include a statement that the staff member will honor all of the PRSN's security and privacy policies and procedures.

The training on privacy and security will include, but not be limited to, the following topics:

1. General awareness of privacy and security issues, including specific awareness of Health Insurance Accountability and Portability Act (HIPAA) regulations and requirements.
2. The PRSN policies and procedures with respect to protected health information and information security.
3. Vulnerabilities of health information in the PRSN's environment.
4. Security responsibilities of each staff member:
 - General security awareness and responsibility
 - Password protection
 - Data backup procedures
 - Remote access
 - Removal of information from the PRSN
 - Consumer records outside of the official medical record
 - Proper authorization and consent to release procedures
 - Workstation acceptable use policies and practices
 - Consumer rights and responsibilities regarding protected health information and confidential records
5. Procedures to follow in case of a suspected breach of privacy or security.
 - Definition of a Breach
 - Description of Unsecured Protected Health Information
 - Disclosures excluded from Breach definition
 - Identifiers that compromise the security or privacy of the PHI
 - Agency Process for breach identification
 - Procedure for informing appropriate agency staff
 - Method for determining whether incident was a breach or not
 - Notification Requirements
 - Timeliness of Notification
 - Content of Notification
 - Methods of notification
 - Requirement to inform the HHS Secretary
 - Documentation Requirements

-Procedure for documenting potential breach incidents

6. Disaster plan and emergency procedures.

Once this training program has been received and acknowledged by all current staff, the PRSN will deploy a continuing training plan that includes the following features:

1. Basic security awareness training as outlined above will be repeated for all staff at least once every three (3) years after the initial training. Staff members receiving this follow-up training will complete another acknowledgement of training receipt form.
2. At least every three (3) months, the Administrative Assistant, in conjunction with the Privacy Officer, will publish a privacy and/or security reminder newsletter/flyer that will be distributed to all staff via the following means:
 - Email to all staff, or
 - Provided to staff during routine staff meetings

Acknowledgement of Training: HIPAA Privacy & Security

I, the undersigned, have received training on security and privacy issues; policies and procedures of the Peninsula Regional Support Network (PRSN) relating to uses and disclosures of protected health information; staff responsibilities for security and privacy; and other topics relating to security and privacy of client information. I also pledge to follow and support all the PRSN policies and procedures in this regard.

I understand that my obligations outlined above will continue after my employment/contract/association/appointment with the PRSN ends.

I further understand that my obligations concerning the protection of the confidentiality of client protected health information relate to all client health information whether I acquired the information through my employment/contract/association/appointment with the PRSN or within any of the healthcare facilities owned or managed by the PRSN.

I also understand that unauthorized use or disclosure of such information will result in a disciplinary action up to and including termination of employment/contract/association/appointment, the imposition of fines pursuant to relevant state and federal legislation, and a report to my professional regulatory body.

DATE SIGNED: _____

SIGNATURE OF INDIVIDUAL: _____



PENINSULA RSN

HIPAA AND MEDICAID COMPLIANCE POLICIES AND PROCEDURES

Policy Name: HIPAA CONFIDENTIALITY, USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

Policy Number: 5.07

Reference: 45 CFR Parts 160, 162 and 164

Effective Date: 7/2005

Revision Date(s): 1/2008

Approved by: PRSN Executive Board

CROSS REFERENCES

- Agreement: Confidentiality and Security Agreement
- Policy: HIPAA Agency Staff Training
- Policy: HIPAA PRSN Staff Training Plan for Privacy and Security

PURPOSE

The Peninsula Regional Support Network (PRSN), in an effort to be compliant with the Health Insurance Accountability and Portability Act (HIPAA) confidentiality and use/disclosure of protected health information, provides a standards definition and procedure to be uniformly implemented throughout the region.

PROCEDURE

Confidentiality

In general, protected health information is confidential and cannot be disclosed without the authorization of the individual who is the subject of the records or his/her personal representative except as allowed by state or federal statutes and regulations. This shall also be construed to include protected health information and records compiled, obtained, or maintained relating to complaint or grievance investigation as confidential and disclosed only as authorized or otherwise provided by law.

PRSN employees shall be responsible to use reasonable efforts to safeguard an individual's protected health information and maintain confidentiality of such information. Any document, record, or other written material containing individually identifiable health information shall not be left unattended and/or unsecured in the PRSN Region Office. All employees shall read and sign the PRSN Confidentiality and Security Agreement.

Use and Disclosure: Valid Authorization Required

The fact of admission and all information and records compiled, obtained, or maintained in the course of providing mental health services by public or private agencies shall be confidential except as otherwise required or permitted by federal or state statute and regulations.

1. Valid Authorization

Protected health information will be disclosed to other individuals designated in a valid authorization. To be valid, the authorization must include, but not limited to, the following elements:

- a. Consumer or his/her personal representative: The name or other specific identification of the individual authorized to make the requested use or disclosure.
- b. Requester/recipient: The name or other specific identification of the individual/entity to whom PRSN may make the requested use or disclosure.
- c. Information/records to be used or disclosed: A description of the information to be used or disclosed that identifies the information in a specific and meaningful way.
- d. Purpose/reason for use or disclosure: A description of the purpose of the requested use or disclosure. The statement "at the request of the individual" is a sufficient description of the purpose when an individual initiates the authorization and does not, or elects not to, provide a statement of purpose.
- e. Statement of revocation: A statement that the authorization is subject to revocation at any time by the individual, except to the extent that the disclosure has been made prior to revocation.
- f. Expiration date: An expiration date, event, or condition upon which the authorization will expire, if not revoked. The date, event, or condition will be for no longer than reasonably necessary to serve the purpose of use or disclosure, not longer than 90 days.
- g. Signature and date: Signature of the individual and date. If the authorization is signed by a personal representative of the individual, a description of the representative's authority to act for the individual must also be provided.

Disclosures Not Requiring Authorization

1. Required disclosures

PRSN is required to disclose protected health information:

- a. To an individual consumer when requested.
- b. When required by the Secretary of the U.S. Department of Human and Health Services to investigate or determine the agency's compliance with federal law.

2. Permitted Uses and Disclosures

PRSN is permitted to use or disclose protected health information for:

- a. Treatment, payment, and health care operations (TPO) of PRSN as described:
 - *Treatment* activities may include, but not limited to, the provision, coordination, or management of mental health care and related services by one or more mental health care providers, including coordination or management activities with a third party; consultation between mental health providers; or referral of a consumer to another provider.
 - *Payment* activities may include, but not limited to, those undertaken by PRSN to obtain premiums, or to determine or fulfill its responsibility for coverage and provisions of benefits or to obtain or provide reimbursement for the provision of care.
 - *Health Care Operations* may include, but not limited to, conducting quality assessment and improvement activities, reviewing competence of or qualifications of mental health professionals, evaluating provider and program performance, conducting or arranging for auditing functions, including fraud and abuse detection and compliance programs; business planning and development; business management and general administrative activities including, but not limited to, customer service; and resolution of internal grievances.
- b. Reporting victims of Abuse, Neglect, or Domestic Violence: Protected health information (PHI) may be disclosed about a consumer that PRSN staff or contracted providers reasonably believe to be a victim of abuse, neglect, or domestic violence to the appropriate government authority.
- c. Health Oversight Activities: PHI may be disclosed for purposes of health oversight activities such as audits, investigations, inspections, and licensure.
- d. Law Enforcement when related to public, or private safety or apprehension of an individual: PHI may be disclosed to law enforcement only to the

extent necessary to carry out responsibilities. Information is generally limited to fact, place, and date of involuntary commitment and release, and last known address.

- e. Court Proceedings: PHI may be disclosed to the courts as required for the administration of Chapter 71.05, or pursuant to a valid authorization or court order authorizing the disclosure of information.
- f. Research and Evaluation: PHI may be disclosed to an individual, organization or agency (such as MHD) as necessary for management or financial audits, or program monitoring and evaluation.
- g. Workers' Compensation: PHI may be disclosed as permitted by statute.
- h. Department of Corrections: PHI may be disclosed about an inmate to the correctional institution.
- i. Special Government Functions: PHI may be disclosed to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law. PHI may also be disclosed to authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state or so they may conduct special investigations.

Minimum Necessary

Uses and disclosures of protected health information are to consist of only the minimum necessary information required to fulfill the request and/or purpose of the use or disclosure.

1. "Minimum Necessary" applies:

When using or disclosing protected health information, or, when requesting protected health information from another covered entity, PRSN must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

2. "Minimum Necessary" *does not* apply to:
 - a. Disclosures to or requests by a health care provider for treatment.
 - b. Uses or disclosures made to the individual.
 - c. Disclosures pursuant to a properly formatted authorization for release of information.
 - d. Disclosures made to the Secretary of DHHS to investigate or determine the agency's compliance with federal law.

Other Uses and Disclosures

Additionally, PRSN may use and disclose protected health information for the following purposes and as allowed:

1. De-Identified Protected Health Information

PRSN may use protected health information to create information that is not individually identifiable health information (see definition below) or disclose protected health information only to a business associate for such purpose, whether or not the de-identified information is to be used by PRSN. Health information that meets the standard and implementation specifications for de-identification under this policy is considered not to be individually identifiable health information, i.e., de-identified. "Individually identifiable health information" is information that is a subset of health information, including demographic information collected from an individual, and:

- a. Is created or received by a health care provider, health plan, employer, or health care clearinghouse.
- b. Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- c. That identifies the individual.
- d. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2. Business Associates

PRSN may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if PRSN obtains satisfactory assurance that the business associate will appropriately safeguard the information. PRSN must document, through a written contract or other written agreement or arrangement, the satisfactory assurances that a business associate meets the standards of this policy with respect to protection of identifiable health information. This standard does not apply with respect to disclosures by PRSN to a health care provider concerning the treatment of the individual.

3. Deceased Individuals

PRSN must comply with the requirements of this policy with respect to the protected health information of a deceased individual. If under applicable law, an executor, administrator, or other person has authority to act on behalf of a deceased individual or of the individual's estate, PRSN must treat such person as a personal representative under this policy, with respect to protected health information relevant to such personal representation.

4. Personal Representatives

PRSN must treat a personal representative as the individual for purposes of this policy.

- a. Adults and Emancipated Minors: If under applicable law, a person has authority to act on behalf of an individual who is an adult or an emancipated minor in making decisions related to health care, PRSN must treat such person as a personal representative under this policy, with respect to protected health information relevant to such personal representation.
- b. Unemancipated Minors: If under applicable law a parent, guardian, or other person acting *in loco parentis* has authority to act on behalf of an individual who is an unemancipated minor in making decisions related to health care, PRSN must treat such person as a personal representative under this policy, with respect to protected health information relevant to such personal representation, except that such person may not be a personal representative of an unemancipated minor, and the minor has the authority to act as an individual, with respect to protected health information pertaining to a health care service, if:
 - The minor consents to such health care service; no other consent to such health care service is required by law, regardless of whether the consent of another person has also been obtained; and the minor has not requested that such person be treated as the personal representative;
 - The minor may lawfully obtain such health care service without the consent of a parent, guardian, or other person acting *in loco parentis*, and the minor, a court, or another person authorized by law consents to such health care service; or
 - A parent, guardian, or other person acting *in loco parentis* assents to an agreement of confidentiality between a covered health care provider and the minor with respect to such health care service.
- c. Abuse, Neglect, Endangerment Situations: Notwithstanding a state law or any requirement of this paragraph to the contrary, PRSN may elect not to treat a person as the personal representative of an individual if PRSN has reasonable belief that:
 - The individual has been or may be subjected to domestic violence, abuse, or neglect by such person; or
 - Treating such person as the personal representative could endanger the individual and, PRSN, in the exercise of professional judgment, decides that it is not in the best interest of the individual to treat the person as the individual's personal representative.

5. Consistent With Privacy Notice

PRSN is required by HIPAA regulation to have a notice in public view and available to consumers that it may not use or disclose protected health information in a manner inconsistent with established regulation and policy.

6. Disclosures by Whistleblowers and Workforce Member Crime Victims

- a. Disclosures by Whistleblowers: PRSN is not considered to have violated the requirements of this policy if a member of its workforce or a business associate discloses protected health information, provided that:
 - The workforce member or business associate believes in good faith that PRSN has engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services, or conditions provided by the covered entity potentially endangers one or more consumers, workers, or the public; and the disclosure is to:
 - A health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of PRSN or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by the covered entity; or
 - An attorney retained by or on behalf of the workforce member or business associate for the purpose of determining the legal options of the workforce member or business associate with regard to the conduct described above.

- b. Disclosures By Workforce Members Who Are Victims Of A Crime: PRSN is not considered to have violated the requirements of this policy if a member of its workforce who is the victim of a criminal act discloses protected health information to a law enforcement official, provided that:
 - The protected health information disclosed is about the suspected perpetrator of the criminal act; and
 - The protected health information disclosed is limited to the information listed in this policy as minimum necessary information.

Authority to Disclose Information

When questions arise concerning the authority to disclose information or the type of information to be disclosed, staff shall first consult with and obtain approval of the Privacy Officer before releasing information.

Authentication of Requester

Prior to disclosure of any protected health information, even with authorization, authenticity of the requester must be established by means reasonably certain of verifying the authenticity of the requestor.

When presented with a valid authorization, check a document to verify the signature is similar to the consumer's signature. The requester will be required to present picture identification to ensure information is given to the person intended.

Accounting of Disclosures

When any disclosure of information or records is made, an entry must be promptly entered into the record to include the date and circumstances under which the disclosure was made, the names and relationships to the individual or agency receiving the information, the information disclosed, identification, and signature of the staff disclosing the information.

MONITORING

This policy is mandated by contract or statute.

1. This policy will be monitored through use of PRSN:
 - Annual PRSN Provider and Subcontractor Administrative Review
2. If a provider performs below expected standards during the review listed above, a Corrective Action will be required for PRSN approval. Reference PRSN Corrective Action Plan Policy.



NOTICE OF PRIVACY PRACTICES

The following “Notice of Privacy Practices” contains important information about how your medical information is used and protected by the Peninsula Regional Support Network. The Peninsula Regional Support Network provides funding to the following agencies where you may have accessed services:

Jefferson Mental Health Services

884 W Park
Port Townsend, WA 98368
(360) 385-0321

Peninsula Community Mental Health Center

118 East 8th Street
Port Angeles, WA 98362
(360) 457-0431

Kitsap Mental Health Services

5455 Almira Drive NE
Bremerton, WA 98331
(360) 405-4010

West End Outreach Services

530 Bogachiel Way
Forks, WA 98331
(306) 374-6177

The Peninsula Regional Support Network maintains only a limited amount of medical information at its regional offices associated with your services and related billing information. Requests you might have for information associated with your services should be directed to the agency where you have accessed services.

This Privacy Notice is written and given to you to assist in understanding a new law called the Health Insurance Portability and Accountability Act (HIPAA), and includes the following information:

- **Section 1** of the Notice of Privacy Practices tells about the responsibilities that the Peninsula Regional Support Network Plan has about keeping your medical information private and giving you a copy of the notice.
- **Section 2** of the Notice of Privacy Practices explains your rights about your medical information.
- **Section 3** explains how the Peninsula Regional Support Network Plan may use or share your medical information.
- **Section 4** explains how you may ask for help to understand your rights or to complain about privacy practices.

Please look at the Notice for more complete information.



Effective Date: April 14, 2003

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

The Peninsula Regional Support Network (PRSN) respects your privacy. We understand that your medical information is very sensitive. We will not disclose your medical information to others unless you allow us to do so, or the law allows us to do so.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of your medical information.

1. PRSN DUTIES

We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Give you this Notice upon your request; and
- Follow the terms of the Notice of Privacy Practices that is currently in effect.

We reserve the right to change the terms of our Notice of Privacy Practices. We also reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The notice will contain on the first page, in the top right-hand corner, the effective date. A copy of the current notice will be posted in our office and at the offices of our contracted providers. You may also receive the most recent copy of this notice by calling and asking for it or visiting our office to pick one up.

2. YOUR MEDICAL INFORMATION RIGHTS

You have the following rights regarding medical information we maintain about you:

- **Right to Inspect and Copy** You may request access to your medical record and billing records maintained by us in order to inspect and request copies of the records. All requests for access must be made in writing. Under limited circumstances, we may deny access to your records. We may charge a fee for the costs of copying and sending you any records requested.
- **Right to Amend** If you believe the medical information we maintain about you is incorrect or incomplete, you have the right to request that we amend your medical information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request under certain circumstances.

- **Right to an Accounting of Disclosures** Upon written request to the Privacy Officer at our office, you may obtain an accounting of certain disclosures of medical information made by us after April 14, 2003. This right applies to disclosures for purposes other than treatment, payment or health care operations, excludes disclosures made to you or disclosures otherwise authorized by you, and is subject to other restrictions and limitations.
- **Right to Request Restrictions** You have the right to request a restriction or limitation on the medical information we have on record at PRSN. To request restrictions, you must make your request in writing to the Privacy Officer at our office. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.
- **Right to Request Confidential Communications** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the Privacy Officer at our office. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- **Right to a Paper Copy of This Notice** You have the right to a paper copy of this Notice of Privacy Practices (“Notice”). You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

You may obtain a copy of this notice at any of our contracted providers.

To obtain a paper copy of this notice, contact the Ombuds Service or Privacy Officer at our office.

3. HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU

We may use and disclose medical information about you without your written authorization for certain purposes, except as otherwise described in this Notice. The examples provided in each category are not meant to be exhaustive, but instead are meant to describe the types of uses and disclosures that are permissible under federal and state law.

- **For Treatment** Though we do not provide treatment directly, we may disclose medical information about you that your health care provider requests to help them with your medical treatment or services. For example, we may disclose treatment summaries that are sent to our office to a health care provider who is involved with your care.
- **For Health Care Operations** We may use and disclose medical information for operational purposes. For example, members of our staff routinely review records to assess quality and to improve the services provided to you.
- **For Payment** We may use and disclose your medical information so that we can process payments for services provided to you. For example, when we request payment from the Washington State Department of Social and Health Services (DSHS) Mental Health Division, DSHS needs information such as your diagnoses, services performed or recommended care in order to authorize these payments.

- **Notifications** We may disclose medical information about you to assist in disaster relief efforts.
- **Service Information** We may use your medical information to inform you of treatment alternatives and/or health-related products or services that may be of interest to you and are provided by us, included in your plan of benefits or otherwise available to you.
- **As Required By Law** We will disclose medical information about you when required to do so by federal, state or local law.
- **To Avert a Serious Threat to Health or Safety** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent or lessen the threat.
- **Public Health** We may disclose medical information about you for public health and safety activities as allowed or required by law.
- **About Victims of Abuse, Neglect or Domestic Violence** We may disclose medical information when we believe that you may be a victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.
- **Law Enforcement** We will disclose medical information about you to law enforcement when allowed or required to do so by federal, state or local law.
- **Court Proceedings** We may disclose medical information about you for court proceedings as allowed or required to do so by federal, state or local law.
- **Health Oversight Activities** We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure of PRSN. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.
- **Research** We may disclose your medical information to researchers when their research has been approved by an Institutional Review Board or a similar privacy board that has reviewed the research protocol and established protocols to ensure the privacy of your medical information.
- **Special Government Functions** We may release medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state, for intelligence, counterintelligence, and other national security activities authorized by law.
- **Inmates** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with medical care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

4. TO ASK FOR HELP OR COMPLAIN

If you have questions, want more information, or want to report a problem about the handling of your medical information, you may contact the Ombuds Service at 1-888-377-8174 or the Privacy Officer at 1-800-525-5637 or 360-337-4886.

If you believe your privacy rights have been violated, you may file a complaint with the Ombuds Service at BRIDGES Mental Health Ombuds Service, PO Box 3995, Silverdale WA 98383; or Privacy Officer at Peninsula Regional Support Network, 614 Division Street MS-23, Port Orchard, WA 98366-4676. You may also file a complaint with the Secretary of the Department of Health and Human Services. All complaints must be submitted in writing.

We respect your right to file a complaint with us or with the Secretary of Health and Human Services. If you choose to take this action, we will not retaliate against you!

CONFIDENTIALITY AND SECURITY AGREEMENT

As an employee, contractor, subcontractor, volunteer, service provider, or temporary employee of the Peninsula Regional Support Network (PRSN), you may have access to confidential information including consumer, financial, or business information obtained through your association with PRSN. The purpose of this Agreement is to help you understand your personal obligation regarding confidential information. Confidential information is valuable and sensitive and is protected by law and by strict PRSN policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires protection of confidential information contained within our information system. Inappropriate disclosure of client data may result in the imposition of fines up to \$250,000 and ten years imprisonment per incident.

Accordingly, as a condition of, and in consideration of, my access to confidential information, I will abide by the following:

1. I will not access confidential information for which I have no legitimate need to know and for which I am not an authorized user.
2. I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential information unless expressly permitted by existing policy except as properly approved in writing by an authorized officer of PRSN within the scope of my association with PRSN.
3. I will not utilize another user's password in order to access any system. I will not reveal my computer access code to anyone else unless I am able to confirm the legitimacy of the request and the requestors. **I accept personal responsibility for all activities occurring under my password.**
4. If I observe or have knowledge of unauthorized access or divulgence of confidential information, I will report it immediately to my supervisor.
5. I will not seek personal benefit or permit others to benefit personally by any confidential information that I may have access to or that I access as an unauthorized user.
6. I will respect the ownership of proprietary software and not operate any non-licensed software on any computer.
7. I understand that all information, regardless of the media on which its stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.), or the methods by which it's moved (electronic mail, face to face conversation, facsimiles, etc.) is the property of PRSN and shall not be used inappropriately or for personal gain. I also understand that all electronic communication shall be monitored and subject to internal and external audit.
8. I agree to abide by all PRSN rules and regulations as specified in PRSN Policies unless specifically altered by a separate contractual agreement.
9. I understand that my failure to comply with this Agreement may result in disciplinary action, which might include, but is not limited to, contract termination, and/or loss of my privileges within PRSN.

By signing this agreement, I acknowledge that PRSN has an active on-going program to review records and transactions for inappropriate access and I understand that inappropriate access or disclosure of confidential information can result in penalties up to and including termination of employment and/or legal action.

Signature

Print Name/Agency

Date

Witness

(Rev. 9/2005)

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the agreement (“Agreement”) by and between **Peninsula Regional Support Network (PRSN)** and _____ (“Associate”), and is effective as of the compliance date of the Privacy Rule (defined below).

RECITALS

- A. PRSN wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) defined below.
- B. PRSN and Associate intend to protect the privacy and provide for the security of PHI disclosed to the Associate pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated by the U.S. Department of Health and Human Services (the “HIPAA regulations”) and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule (defined below) requires Associate to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Section 164.502 (e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in the addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

- a. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule.
- b. Business Associate shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45CFR Section 164.501.
- e. Individual shall have the same meaning as such term under the Privacy Rule in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- f. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information (HIPAA Regulations) that is codified at 45 CFR Parts 160 and Part 164.
- g. Protected Health Information or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. Protected Information shall mean PHI provided by PRSN to Associate or created or received by Associate on PRSN’s behalf.
- i. Required By Law shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

- j. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
2. Obligations of Associate
- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted under the Agreement and Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by PRSN, except that Associate may use Protected Information to carry out legal responsibilities of Associate.
 - b. Permitted Disclosure. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by PRSN, except that Associate may disclose Protected Information in a manner permitted pursuant to the Agreement and Addendum.
 - c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this Addendum.
 - d. Reporting of Improper Use or Disclosure. Associate shall report to PRSN in writing of any use or disclosure of Protected Information outside of that provided for by the Agreement and this Addendum immediately after becoming aware of such use or disclosure.
 - e. Associate's Agents. Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in writing to the same restrictions and conditions that apply to Associate with respect to such PHI.
 - f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to PRSN for inspection and copying within ten (10) days of receiving a request from PRSN in order to enable PRSN to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.
 - g. Amendment of PHI. Within ten (10) days of a request from PRSN for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to PRSN for amendment and incorporate any such amendment to enable PRSN to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526.
 - h. Accounting Rights. Within ten (10) days of notice by PRSN of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to PRSN the information required to provide an accounting of disclosures to enable PRSN to fulfill its obligations under the privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to PRSN of disclosures:
 - (i) to carry out treatment, payment or health care operations;
 - (ii) to individuals of Protected Information about them; to persons involved in the individual's care or other notification purposes;
 - (iv) national security or intelligence purposes; or
 - (v) to correctional institutions or law enforcement officials.

Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule (April 14, 2003). At a minimum, such information is to include: (i) date of disclosure; (ii) name of the entity or person who received Protected Information, and if known, address of the entity or person;

have been extremely insightful to the breadth of training that the agency has provided the direct service staff.

- b. As part of the PRSN Administrative Review, PRSN staff verify the newly hired network provider agency staff have been screened through the Federal Exclusion websites, as evidenced in at least 10% of personnel files of new hires. The PRSN verify the screening through a website verification printout located in the personnel file.
- Annual PRSN network Fiscal Review includes monitoring for third party collection at the network provider level.
 - a. The PRSN uses the data system to pull a three-month sample of individuals identified as non-Medicaid and having received outpatient services. The data pull is manually cross-walked with the network agency accounting systems to verify what third party was billed or invoiced, third party revenue received, and how benefits were coordinated
- Internal monitoring and auditing for Medicaid fraud and abuse includes reviewed PRSN financial statements by State Auditor's Office, network provider annual independent audits, multiple feedback loops through the PRSN QUIC committee and individual sources to receive timely and confidential information. The PRSN staff periodically review PRSN/Kitsap County Personnel Policies related to required conduct and disciplinary action.

Examples of specific internal monitoring activities include, but are not limited to:

- a. Review of Provider Quarterly Financial and Performance Reports
- b. PRSN Profiling of Provider Client Data
- c. Monthly review of Community Inpatient Claims
- d. Ombuds participation and reporting at QRT, QUIC, and other in-network committees
- e. PRSN Complaint, Grievance, and Fair Hearing quarterly Tracking Report
- f. PRSN Utilization Management Monthly Tracking Reports
- g. PRSN review of the DSHS Network Provider Licensing Reports
- h. Availability of PRSN Corporate Compliance Officer to discuss suspected fraud and abuse and help staff accurately assess the likelihood that fraud and/or abuse has occurred.
- i. When fraud and/or abuse is detected the PRSN Compliance Officer immediately reports the abuse to the appropriate authorities, and conducts an investigation of the incident and

reports the results of the investigation to the PRSN Corporate Compliance Committee (QUIC) and others as is appropriate.

Network Contractors and Subcontractors Responsibilities

1. Providers are required to develop internal compliance programs, to include an agency Compliance Plan which compliments the PRSN Compliance Plan
2. Providers implement procedures to screen employees and subcontractors to determine whether they have been (1) convicted of a criminal offense related to health care; or (2) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation as verified through the United States Health and Human Services website at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp or <http://go.usa.gov/CPn>

Employees or subcontractors found to have a conviction or sanction or found to be under investigation for any criminal offenses related to health care are to be removed from direct responsibility for, or involvement with PRSN funded services.

3. Providers are required to report all suspected incidents of Medicaid abuse and fraudulent and abusive activities to the PRSN Compliance Officer. See Developing Effective Lines of Communication Section, listed below.
4. Contractors are made aware of their obligation to report to PRSN their good faith belief of any possible instances of non-compliance through terms identified in the PRSN Statement of Work.
5. Network contractors certify, and monthly attest, that they do not contract with or employ any individuals who have been identified as federally excluded, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded individuals by any federal department or agency.
6. The reporting requirements are referenced in PRSN network provider contracts.
7. The PRSN Compliance Plan is posted on the PRSN website (PRSN Manual-chapter 5).

PRSN Provided Education and Training

1. The Plan and reporting requirements are referenced in PRSN contracts. Contractors are made aware of their obligation to report to PRSN their good faith belief of any possible instances of non-compliance.

2. PRSN trainings provide information and encourage employees and contractors to report suspected violations of the PRSN Compliance Plan without fear of retaliation.
3. The PRSN will notify subcontractors of applicable fraud and abuse training opportunities offered through Centers for Medicare and Medicaid or Compliance Officer at the state.
4. All PRSN employees and network providers receive a copy of the PRSN Fraud and Abuse Compliance Plan, related policies and activity checklist.
5. The PRSN Corporate Compliance Officer provides training to the PRSN staff, governing boards, and Quality Review Team, and network providers. The PRSN training curriculum addresses the following:
 - a. The PRSN's commitment to compliance with all laws, regulations and guidelines of federal and state programs.
 - b. The elements of the PRSN Compliance Plan, related PRSN policies, and PRSN activity checklist.
 - c. An overview of what constitutes fraud and abuse in a Medicaid managed care environment.
 - d. A review of the specific state contract requirements applicable to PRSN business.
 - e. Responsibilities to report violations.
 - f. Various options of where and how to report violations.
 - g. The consequences of failing to comply with applicable laws.
6. The PRSN Corporate Compliance Officer co-facilitates network agency trainings with the agency designated Compliance Officers. These trainings cover the above curriculum, as well as the network agency Compliance Plan and related policies and procedures.

Developing Effective Lines of Communication

1. An open line of communication between the PRSN Compliance Officer and employees or others associated with the PRSN is critical to the successful implementation and operation of the plan.
 - All employees and persons associated with the PRSN have a duty to report all incidents of Medicaid abuse and fraudulent activities, suspected or otherwise, to the PRSN Corporate Compliance Officer.
 - The PRSN trainings provide information to encourage employees and contractors to report suspected violations of the PRSN Compliance Plan without fear of retaliation.

2. As outlined in the PRSN training curriculum and widely distributed information material, an individual may use any of the following mechanisms to report incidents of suspected violation(s):
 - a. In person, to the PRSN Corporate Compliance Officer
 - b. Calling the PRSN Corporate Compliance Officer directly at (360) 337-4886 or (800) 525-5637
 - c. By faxing the PRSN Compliance Officer at (360) 337-5721
 - d. By e-mailing the PRSN Corporate Compliance Officer at sasmith@co.kitsap.wa.us
 - e. By calling, on an anonymous basis, the PRSN Corporate Compliance Office at (360) 337-4886 or (800) 525-5637
 - f. By mailing a written concern to the PRSN Corporate Compliance Officer:
Corporate Compliance Officer
Peninsula Regional Support Network
614 Division St. MS-23
Port Orchard, WA 98366
 - g. By calling the Washington State Department of Behavioral health and Rehabilitation line and choosing Compliance option 1-800 (446-0259). The direct number to the DBHR Compliance Officer is (360) 725-1039.
 - h. Contacting the Washington State Attorney Generals Office
 - by calling (360) 586-8888, or
 - writing to: Attorney Generals Office
1019 Pacific Avenue, 3rd Floor
P O Box 2317
Tacoma, WA 98401
3. In addition, any person may seek guidance with respect to the PRSN Compliance Plan or the procedures contained in this policy at any time by following the same reporting mechanisms outlined above.

POLICY MONITORING

This Policy is a mandated by contract and statute.

1. This Policy will be monitored through use of PRSN:
 - PRSN Compliance Committee review, at least annually
 - Annual PRSN Provider and Subcontractor Administrative Review
 - Annual PRSN Provider Fiscal Review

- Monthly Provider Chart Reviews
 - Exhibit N Report and Grievance Tracking
 - Biennial Provider Quality Review Team On-site Review
 - Semi-annual Provider Revenue and Expense Report
 - Quality Management Plan activities, such as review targeted issues for trends and recommendations
 - Review of previous Provider Corrective Action Plans related to policy, including provider profiles related to performance on targeted indicators
2. If a provider performs below expected standards during any of the reviews listed above a Corrective Action will be required for PRSN approval. Reference PRSN Corrective Action Plan Policy.
 3. Additional disciplinary actions and sanctions, per the PRSN Compliance Plan and PRSN contract, may also be enforced for failure to comply with this policy.