

**TRI-CITY HEALTHCARE DISTRICT  
AGENDA FOR A REGULAR MEETING  
OF THE AUDIT, COMPLIANCE AND ETHICS COMMITTEE  
February 19 2019  
8:30 a.m. – 10:30 a.m.  
Assembly Rm. 1  
Tri-City Medical Center, 4002 Vista Way, Oceanside, CA 92056**

The Committee may make recommendations to the Board on any of the items listed below, unless the item is specifically labeled "Informational Only"

	Agenda Item	Time Allotted	Action/ Recommendation	Requestor/ Presenter
1.	Call to order/Welcome/Introduction of New Board Members	5 min.		Chair
2.	Approval of Agenda	2 min.		Chair
3.	Public Comments – Announcement Comments may be made at this time by members of the public and Committee members on any item on the Agenda before the Committee's consideration of the item or on any matter within the jurisdiction of the Committee. NOTE: During the Committee's consideration of any Agenda item, members of the public also have the right to address the Committee at that time regarding that item.	1 min.		Standard
4.	Ratification of Minutes- October 18, 2018	3 min.	Action	Chair
	Old Business – None			
6.	<b>New Business – Discussion and Possible Action</b>			
	a) Update on FY2019 Financial Statement Audit	5 min.	Information Only	CFO
	b) <b><u>Administrative Policies &amp; Procedures:</u></b>	10 min.	Discussion/ Possible Action	CCO
	1) Compliance Officer – 535			
	2) Compliance Program Overview – 532			
	3) Disclosure of Protected Health Information – 513			
	4) HIPAA Mitigation			
	5) Hiring and Employment; Due to Report Suspected Misconduct; Potential Compliance Irregularity			
	6) Monitoring Compliance – Auditing & Reporting; Introduction; General Policies – 551 (DELETE)			
	7) Notice of Privacy Practice – 518			
	8) Use and Disclosure of Protected Information for Fundraising – 525			
	9) Verification of Identity and Authority of Persons Requesting Protected Health Information (PHI), including Personal Representatives - 593			
	c) 2019 Enforcement Trends	10 min.	Information Only	CCO
	d) TCHD Compliance Program Update	25 min.	Information Only	CCO
	1) Work Plan Development			

7.	Committee Communications	5 min.		All
8.	Committee Openings – One	3 min.		Chair
9.	Date of Next Meeting: Tuesday, April 16, 2019 a) Committee Schedule for 2019	2 min.		Chair
10.	Adjournment			Chair
11.	Total Time Budgeted for Meeting	1.5 hours		

*Note: Any writings or documents provided to a majority of the members of Tri-City Healthcare District regarding any item on this Agenda will be made available for public inspection in the Administration Department located at 4002 Vista Way, Oceanside, CA 92056 during normal business hours.*

*Note: If you have a disability, please notify us at 760-940-3347 at least 48 hours prior to the meeting so that we may provide reasonable accommodations*

Tri-City Medical Center  
 Audit, Compliance & Ethics Committee  
 October 18, 2018  
 Assembly Room 1  
 8:30 a.m-10:00 a. m.

**Members Present:** Director Larry W. Schallock(Chair); Director James Dagostino; Faith Devine, Community Member; Kathryn Fitzwilliam, Community Member; Leslie Schwartz, Community Member; Dr. Cary Mells, Physician Member

**Non-Voting Members:** Steve Dietlin (CEO); Ray Rivas, CFO; Scott Livingstone, COO; Carlos Cruz, CCO; Susan Bond, General Counsel

**Others Present:** Kristy Larkin, Director of Compliance, Audit & Monitoring; Maria Carapia, Compliance Manager; Teri Donnellan, Executive Assistant

**Absent:** Director Julie Nygaard

	Discussion	Action Recommendations/ Conclusions	Person(s) Responsible
1. Call to Order	The meeting was called to order at 8:30 a.m. in Assembly Room 1 at Tri-City Medical Center by Chairman Schallock.		
2. Approval of Agenda	<b>It was moved by Director Dagostino and seconded by Mr. Leslie Schwartz to approve the agenda as presented. The motion passed unanimously.</b>	<b>Agenda approved.</b>	
3. Comments by members of the public and committee members on any item of interest to the public before Committee's consideration of the item	There were no public comments.		
4. Ratification of minutes – September 26, 2018	<b>It was moved by Director Dagostino and seconded by Mr. Leslie Schwartz to approve the minutes as presented. The motion passed with Ms. Fitzwilliam abstaining from the vote.</b>	<b>Minutes ratified.</b>	
5. Old Business	None		
6. New Business a) Work Plan Update	Mr. Carlos Cruz, CCO briefly reviewed the Compliance Program Plan for FY2018-2019 which highlighted the following:	<b>Information Only</b>	Ms. Donnellan

	Discussion	Action Recommendations/ Conclusions	Person(s) Responsible
	<ul style="list-style-type: none"> <li>➤ Department Structure</li> <li>➤ Program Marketing</li> <li>➤ Program Oversight</li> <li>➤ Compliance Policies and Procedures</li> <li>➤ Compliance Training and Education</li> <li>➤ Auditing and Monitoring</li> <li>➤ Open Lines of Communication</li> <li>➤ HIPAA Privacy Program</li> <li>➤ Operational Support</li> </ul> <p>Mr. Cruz stated the goal was to identify potential gaps and assess those gaps.</p> <p>Mr. Cruz stated a new Values Line upgrade was implemented which will allow us to benchmark ourselves against other organizations. He noted the Values Line phone number had to be updated and all staff were informed of the new hotline number via e-mail, posters, etc.</p> <p>Mr. Cruz also commented on Auditing &amp; Monitoring EMR access reviews which identified an educational opportunity related to staff's access of their own medical records.</p> <p>Lastly, Mr. Cruz commented on a formal policy that is being developed for the 60-Day Repayment Requirement which is a condition of participation.</p>		
b) Presentation: "Speak up" Culture	<p>Mr. Carlos Cruz provided an educational presentation on Building a "Speak Up Culture. He explained the goal is to present this training to management and all levels of staff. The presentation described the False Claims Act and the definition of a "Whistle Blower". The five steps to reinforce the "Speak Up Culture" included the following:</p> <ul style="list-style-type: none"> <li>➤ Communicate – employees are the real eyes and ears of the organization</li> <li>➤ Reinforce – take time to promote avenues of reporting that might include internal sites, newsletters, informal meetings</li> <li>➤ Integrate – the "speak up" concept should be</li> </ul>	<b>Mr. Cruz to provide educational presentation on "Speak Up" culture at a future Board meeting.</b>	Mr. Cruz

	Discussion	Action Recommendations/ Conclusions	Person(s) Responsible
	<p>integrated in the organization's standards of behavior</p> <ul style="list-style-type: none"> <li>➤ Train Leaders and Staff – train management on whistleblowers and non-retaliation; train staff on the importance of reporting concerns</li> <li>➤ Evaluate Program Regularly- track issues reported to compliance and Human Resources; conduct staff surveys.</li> </ul> <p>The presentation emphasized that the “tone” starts with Leadership who must cultivate an environment where employees feel safe/empowered to raise concerns.</p> <p>Discussion was held regarding how the Medical Staff is integrated in the compliance program. Mr. Cruz explained the training avenues available to the Medical Staff. Dr. Mells noted in addition Team Health requires all their physicians complete on line compliance training.</p> <p>It was suggested Mr. Cruz provide the full Board with an educational presentation on the “Speak Up” Culture.</p>		
<p>c) Consideration to appoint Kathryn Fitzwilliam to the role of “Subject Matter Expert”</p>	<p>Chairman Schallock reported per Board Policy, Ms. Fitzwilliam’s term on the committee will expire next month as she will have served two two-year terms. He explained the committee’s Charter which was recently amended allows the committee to appoint a “subject matter expert” who would be a non-voting member of the committee and whose term would not expire. Chairman Schallock stated Ms. Fitzwilliam has demonstrated her expertise in audit matters and requested that the committee appoint Ms. Fitzwilliam to the role of “subject matter expert”. Chairman Schallock explained that Ms. Fitzwilliam has expressed an interest in serving the committee in this manner and if selected, will have the prerogative to attend meetings based on the agenda topics.</p> <p><b>It was moved by Chairman Schallock and seconded by Director Dagostino to recommend the Board appoint Ms. Kathryn Fitzwilliam to the role of “Subject Matter</b></p>	<p><b>Recommendation to be sent to the Board of Directors to appoint</b></p>	<p>Ms. Donnellan</p>

	Discussion	Action Recommendations/ Conclusions	Person(s) Responsible
	Expert". The motion passed unanimously.	Kathryn Fitzwilliam to the role of "Subject Matter Expert"; item to be placed on Board Agenda.	
d) Administrative Policies & Procedures 1) Notice of Privacy Practices Policy #518	<p>Mr. Carlos Cruz reported Policy #518 Notice of Privacy Practices has been revised to focus on all entities associated with the District rather than just the Medical Center. Mr. Cruz noted the intent is to also incorporate these changes in the Notice itself. Mr. Cruz clarified that the Notice would not apply to health club members however it would apply to those individuals who participate in the Medically integrated programs. It was suggested "patient" be defined in the policy as well as a "patient relationship". Additional revisions were suggested for clarity. Ms. Bond clarified that the Notice does not relate to the drawing of blood without consent.</p> <p>It was recommended the Notice of Privacy Practices Policy #518 be revised as described and brought back to the Committee at the January meeting.</p>	<p>Notice of Privacy Practices Policy #518 to be revised and placed on the January's committee agenda for consideration.</p>	Mr. Cruz/ Ms. Donnellan
8. Comments from Committee Members	There were no comments from Committee Members.		
9. Committee Openings	There will be one Committee Opening in January, 2019.	Committee opening to be advertised in January.	Ms. Donnellan
10. Date of Next Meeting	Chairman Schallock stated the Committee's next meeting will be held on January 17, 2019.	The committee's next meeting is scheduled for January 17, 2019.	
11. Adjournment	Chairman Schallock adjourned the meeting at 9:50 a.m.		



AUDIT COMPLIANCE AND ETHICS COMMITTEE CONSENT AGENDA  
February 19, 2019

Administrative Policies & Procedures	Policy #	Reason	Recommendations
1. Compliance Officer	535	3 Year Review, Practice Change	
2. Compliance Program Overview	532	3 Year Review, Practice Change	
3. Disclosure of Protected Health Information	513	3 Year Review, Practice Change	
4. HIPAA Mitigation	591	3 Year Review, Practice Change	
5. Hiring and Employment; Duty to Report Suspected Misconduct Potential Compliance Irregularity	544	3 Year Review, Practice Change	
6. Monitoring Compliance - Auditing & Reporting; Introduction; General Policies	551	DELETE	
7. Notice of Privacy Practice	518	3 Year Review, Practice Change	
8. Use and Disclosure of Protected Information for Fundraising	525	Practice Change	
9. Verification of Identity and Authority of Persons Requesting Protected Health Information (PHI), including Personal Representatives	593	3 Year Review, Practice Change	

**ADMINISTRATIVE POLICY MANUAL  
COMPLIANCE**

**ISSUE DATE:** 05/12 **SUBJECT:** Chief Compliance Officer

**REVISION DATE(S):** 12/12 **POLICY NUMBER:** 8750-535

~~Department Administrative Compliance Content Expert Approval Date(s):~~ 03/4501/19  
~~Administrative Policies and Procedures Committee Approval Date(s):~~ 03/4501/19  
~~Organizational Compliance Committee Approval:~~ n/a  
~~Medical Executive Committee Approval:~~ n/a  
~~Audit, and Compliance & Ethics Committee Approval Date(s):~~ 04/15  
~~Board of Directors Approval:~~ 04/15

**A. PURPOSE:**

1. This policy provides for the appointment of, and sets forth the general duties and responsibilities of, Tri-City Healthcare District's ("TCHD's") Chief Compliance Officer.

**B. GENERAL POLICY:**

1. The Chief Compliance Officer ("CCO") shall advise the Board of Directors ("Board") and Chief Executive Officer ("CEO") regarding the design and implementation of the agency's ethics and compliance programs. The ~~CCO Compliance Officer~~ shall report directly to the Board regarding material legal and compliance risks and mitigation efforts. In the event that the CCO ceases to be a TCHD employee or is removed or resigns from the position of CCO, the Board shall promptly appoint an interim CCO until such time as an appropriate permanent CCO may be identified and engaged.

**C. HIRE OF CHIEF COMPLIANCE OFFICER:**

1. The CCO shall be hired by the CEO with approval from the TCHD's Board of Directors and ~~Chief Executive Officer~~ CEO.
2. The ~~Chief Executive Officer~~ CEO shall cause the hiring of the CCO to be recorded in writing and properly and effectively announced to the TCHD's employees, members of the Medical Staff and other affected individuals, including, but not limited to, contractors who furnish patient care or related services to TCHD and/or its patients.
3. The ~~Compliance Officer~~ CCO shall have the duties and responsibilities set forth below.
4. The ~~Compliance Officer~~ CCO shall have direct access and report directly to TCHD's Board of Directors, Audit, and Compliance & Ethics ("ACE") Committee, and ~~Chief Executive Officer~~ CEO regarding the status of the Compliance Program and any material developments affecting the Compliance Program. Such reports shall occur as frequently as needed in the best interests of TCHD, but in any event no less than on a quarterly basis.
5. For administrative purposes, the CCO shall report directly to the CEO. ~~Chief Executive Officer.~~

**D. QUALIFICATIONS OF COMPLIANCE OFFICER**

1. The ~~Compliance Officer~~ CCO shall have credentials and experience appropriate for understanding the TCHD's mission and operations, and for executing the duties and responsibilities -set forth in this Policy.
2. The ~~Compliance Officer~~ CCO shall demonstrate high integrity, good judgment, assertiveness, and an approachable demeanor, when working with TCHD's Board, senior management, employees, Medical Staff, and relevant contractors and agents.



3. The ~~Compliance Officer~~CCO must have sufficient time to dedicate to the ~~Compliance Officer~~CCO position and its attendant duties and responsibilities. The CCO also shall have sufficient resources to perform his/her duties and responsibilities.

**E. AUTHORITY OF COMPLIANCE OFFICER; REVIEW OF FINDINGS**

1. The CCO shall have the authority to access and review all TCHD records and other documents (whether in paper or electronic form) and interview all TCHD employees, as necessary to discharge his/~~or~~her duties and responsibilities.
2. The CCO shall have sufficient management authority, responsibility, and resources to permit the performance of his/her duties.
3. The CCO shall have the authority to report to the ~~TCHD Chief Executive Officer~~CEO, Board of Directors, and ~~Audit & Compliance & Ethics~~ACE Committee regarding compliance matters at any time.
4. The CCO shall have direct access to all senior management.
5. With approval of the Board of Directors or ~~Chief Executive Officer~~CEO, the CCO shall have authority to engage qualified outside legal counsel and consultants to assist him/her achieve the objectives of the Compliance Program.
6. TCHD may commission an independent review to verify any findings of the CCO.

**F. SPECIFIC DUTIES AND RESPONSIBILITIES OF COMPLIANCE OFFICER**

1. The CCO will be responsible for, among other things:
  - a. Advise the Board of Directors and the ~~Chief Executive Officer~~CEO regarding the design and implementation of TCHD's Compliance Program.
  - b. Oversee and monitor the implementation and operation of TCHD's Compliance Program, including staff supervision as necessary.
  - c. Monitor changes and/or updates in relevant state and federal health care program laws and regulations.
  - d. Report on a regular basis (at least quarterly) to the ~~Chief Executive Officer~~CEO, ~~Audit & Compliance & Ethics~~ACE Committee, and Board of Directors regarding compliance issues and the status of TCHD's Compliance Program.
  - e. Monitor various guidance, alerts and other communications issued by federal or state government agencies, including the U.S. Department of Health and Human Services, the Federal Trade Commission, and the U.S. Department of Justice.
  - f. Develop written policies to implement the Compliance Program and address existing and new compliance risk areas.
  - g. Amend the Compliance Program (including the Code of Conduct and Policies), as necessary.
  - h. Oversee the meetings, work plans, and operations of the ~~Internal~~ cCompliance cCommittee.
  - i. Develop, coordinate, and document TCHD's compliance-related educational and training programs.
  - j. Promote awareness of, and compliance with, applicable laws and policies on the part of Directors, employees, members of the Medical Staff, contractors, and agents.
  - k. Ensure new employees and contractors are screened against appropriate state and federal debarment/sanction lists.
  - l. Ensure new employees receive the Code of Conduct and related training.
  - m. Coordinate internal and external compliance reviews or audits of TCHD's business operations and practices.
  - n. Review TCHD business arrangements to ensure compliance with applicable laws, regulations, and policies. This may be accomplished by conferring with legal counsel, as appropriate.
  - o. Respond to compliance inquiries.

- p. Ensure TCHD's Confidential Reporting Line (Values Line) and other lines of communication are operating effectively and that compliance concerns are documented and addressed promptly and appropriately.
- q. Ensure exit interviews of departing employees are conducted to elicit information concerning potential violations of laws, regulations or TCHD's policies.
- r. Investigate suspected violations of applicable laws, regulations and policies and make recommendations regarding corrective actions, as appropriate.
- s. Consult with Board and legal counsel, as appropriate to the foregoing.

**G. REFERENCE(S):**

1. Compliance Program Guidance for Hospitals, published by the U.S. Department of Health and Human Services, Office of Inspector General, February 1998.
- s.2. Office of Inspector General Supplemental Compliance Program Guidance for Hospitals, January 2005.

**ADMINISTRATIVE POLICY  
COMPLIANCE**

**ISSUE DATE:** 05/12 **SUBJECT:** Compliance Program Overview

**REVISION DATE(S):** 12/12 **POLICY NUMBER:** 8750-532

**Administrative Compliance Content Expert Approval:** 10/15/12/18  
**Administrative Policies and Procedures Committee Approval:** 10/15/12/18  
**Organizational Compliance Committee Approval:** n/a  
**Medical Executive Committee Approval:** n/a  
**Audit, Compliance and Ethics Committee Approval:** 11/15  
**Board of Directors Approval:** 12/15

**A. PURPOSE:**

1. To provide an overview of Tri-City Healthcare District's (TCHD) Healthcare Compliance Program (Compliance Program) and the scope and objectives of the Compliance Program. As set forth below, the Compliance Program is comprised of TCHD's Code of Conduct, General Compliance Policies ("General Policies"), and Specific Compliance Policies (Specific Policies). The General and Specific Policies are referred to collectively as the "Policies".

**B. DEFINITION(S):**

1. **Workforce Member:** Employees, volunteers, trainees, and other persons whose conduct, in the performance of work for TCHD, is under the direct control of TCHD whether or not they are paid by TCHD.

**~~B. INTRODUCTION:~~**

- ~~1. TCHD owns and operates Tri-City Medical Center, a licensed 397-bed, general acute care hospital organized under the California Health & Safety Code § 32000, et. seq., which is governed by a publicly elected Board of Directors (the "Board"), that represents the residents of Carlsbad, Oceanside and Vista. As set forth in the Code of Conduct, TCHD's mission is to advance the health and wellness of those TCHD serves. An integral component of this mission is TCHD's unequivocal commitment to operating in compliance with applicable federal and state laws and regulations and to demonstrate good corporate citizenship. Both to reflect and achieve this commitment, TCHD has developed and implemented a formal Compliance Program, as described in this Policy.~~

**C. INTRODUCTION POLICIES:**

- ~~1.~~ 1. As set forth in the Code of Conduct, TCHD's mission is to advance the health and wellness of those TCHD serves. An integral component of this mission is TCHD's unequivocal commitment to operating in compliance with applicable federal and state laws and regulations and to demonstrate good corporate citizenship. Both to reflect and achieve this commitment, TCHD has developed and implemented a formal Compliance Program, as described in this Policy.
- 1.2. TCHD's Compliance Program supplements laws, regulations and other governmental rules. As a general matter, laws, regulations, and other governmental rules control the standards set forth in the Compliance Program unless the Compliance Program imposes stricter requirements than these authorities.
- 2.3. TCHD's Code of Conduct provides ethical and compliance guidance on a broad range of conduct. TCHD's Compliance Policies provide more detailed guidance regarding ethical and

appropriate conduct, and are intended to be consistent with the general principles established in the Code of Conduct.

**D. SCOPE:**

1. Unless otherwise limited, the Compliance Program applies to: **all Workforce Members.**
  - a. ~~All members of the TCHD's Board of Directors and members of TCHD's committees;~~
  - b. ~~All employees, including officers and managers;~~
  - c. ~~All members of TCHD's Medical Staff and TCHD's allied health professionals, and their respective agents, including independent contractors who or which provide health care or related services in any of TCHD's facilities, including facilities that are owned and/or operated through joint ventures or under arrangements, for such time periods in which they furnish patient care or other related services at TCHD and/or with respect to the delivery of patient care or related services to TCHD or any of its patients;~~
  - d. All vendors;
  - e. All volunteers

**E. OBJECTIVES:**

1. The primary objective of TCHD's Compliance Program is to promote ethical and lawful conduct and to ensure compliance with both the letter and the spirit of applicable healthcare laws and regulations. TCHD's Compliance Program is modeled after the voluntary "Compliance Program Guidance for Hospitals," initially published by the U.S. Department of Health and Human Services (HHS), Office of Inspector General (OIG) in February 1998, and supplemented in the "OIG Supplemental Compliance Program Guidance for Hospitals" published in January 2005.
2. TCHD's Compliance Program includes the **following** seven elements identified by the OIG as fundamental to an effective compliance program:
  - a. Implement written policies and standards of conduct;
  - b. Designate a Compliance Officer and establish an Internal Compliance Committee;
  - c. Conduct effective training and education regarding policies, procedures and practices;
  - d. Develop effective lines of communication regarding compliance concerns;
  - e. Enforce policies and standards through well-publicized disciplinary guidelines;
  - f. Conduct internal monitoring and audits; and
  - g. Respond promptly to detected compliance irregularities and implementing appropriate corrective action.
3. A second, but equally important, objective is to ensure maintenance and enforcement of high standards of individual and organizational ethical and legal business practices throughout TCHD. ~~This~~ **The Compliance Program** facilitates TCHD's ability to carry out its health care mission in a manner consistent with its values, principles and mission.

**F. COMPLIANCE PROGRAM COMPONENTS:**

1. Code of Conduct: TCHD has adopted a written Code of Conduct to govern **all of** TCHD's interactions including **interactions with** patients, their families, and providers of care, vendors, federal, state and local regulators, payors and the public in general. The Code of Conduct is a critical part of and is incorporated by reference into the Compliance Program.
2. Policies:
  - a. TCHD has General and Specific Compliance Program policies. General policies address the fundamental requirements of an effective Compliance Program. Specific policies provide more detailed guidance on compliance with applicable federal and state laws and regulations.
  - b. General policies include the following:
    - i. **Administrative Compliance Policy: Compliance Program Overview 8750-532;**
    - ii. **Administrative Compliance Policy: Compliance Officer 8750-535;**
    - iii. **Administrative Human Resources Policy: Hiring and Employment 8750-544;**

- iv. **Administrative Human Resources Policy: Compliance Training Program**~~Education and Training 8750-547~~;
  - iv.v. **Administrative Human Resources Policy: Education and Training; Specific Training Programs 8750-548**
  - v.vi. **Administrative Compliance Policy: Monitoring Compliance/Auditing and Reporting; Introduction; General Policies 8750-551**;
  - vi.vii. **Administrative Compliance Policy: Communicating and Reporting Compliance Concerns 8750-557**;
  - i.viii. **Responding to Compliance Issues; Introduction; Suspected Misconduct; Confidentiality 8750-559**; and
  - ii.i. **Administrative Compliance Policy: Development, and Revision and Approval of Standards**~~Code of Conduct and Policies 8750-564~~.
- c. Specific policies include, but are not limited to the following:
- i. **Administrative Compliance Policy: Physician Recruiting Arrangements 8750-579**;
  - ii. **Administrative Human Resources Policy: Conflicts of Interest and Acceptance of gifts 8610-483**;
  - iii. **Administrative District Operations Policy: Document-Hospital Records Retention 8610-237**; and
  - iv. ~~Gifts and Other Non-Monetary Compensation.~~
3. **Resolution Of of Conflicts:**
- a. Some of the policies that make up TCHD's Compliance Program summarize various government laws, regulations and guidelines. Such policies should not be read or used as substitutes for the actual laws or regulations to which they relate. In other words, TCHD's policies may supplement, and clarify, applicable laws and regulations.
  - b. In the event of an inconsistency between any policy in the Compliance Program and applicable laws or regulations, ~~you are to:~~
    - i. ~~(1) follow~~ **Follow** the applicable law or regulation unless TCHD's policy imposes stricter requirements and
    - b.ii. ~~(2) report~~ **Report** the inconsistency to the Compliance Officer.
  - c. If ~~you workforce members~~ are unsure as to the appropriate standard, ~~do they should~~ not guess. Ask a supervisor or the Chief Compliance Officer.

**G. RELATED DOCUMENT(S):**

- 1. **Code of Conduct**
- 2. **Administrative Compliance Policy: Compliance Program Overview 8750-532**
- 3. **Administrative Compliance Policy: Compliance Officer 8750-535**
- 4. **Administrative Compliance Policy: Hiring and Employment, Duty to Report Suspected Misconduct/Potential Compliance Irregularity 8750-544**
- 5. **Administrative Compliance Policy: Education and Training; General Annual Compliance Training Program 8750-547**
- 6. **Administrative Compliance Policy: Education and Training; Specific Training Programs 8750-548**
- 7. **Administrative Compliance Policy: Monitoring Compliance/Auditing and Reporting; Introduction; General Policies 8750-551**
- 8. **Administrative Compliance Policy: Communicating and Reporting Compliance Concerns (Values Line) 8750-557**
- 9. **Administrative Compliance Policy: Responding to Compliance Issues; Introduction; Suspected Misconduct; Confidentiality 8750-559**
- 10. **Administrative Compliance Policy: Physician Recruiting Agreements 8750-579**
- 11. **Administrative Human Resources Policy: Conflicts of Interest and Acceptance of Gifts 8610-483**

- 12. **Administrative District Operations Policy: Hospital Records Retention 8610-237**
- ~~4-13.~~ **Administrative Compliance Policy: Development and Revision of Code of Conduct and Policies 8750-564**

H. **REFERENCES:**

- 1. Compliance Program Guidance for Hospitals, published by U.S. Department of Health and Human Services, Office of Inspector General, February 1998.
- 2. Office of Inspector General Supplemental Compliance Program Guidance for Hospitals, January 2005.

# **Tri-City Healthcare District**

## **Code of Conduct**

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## About Our Code and Your Responsibilities

### OUR COMMITMENT TO QUALITY CARE - OUR VALUES

Quality  
Caring  
Safety  
Integrity  
Innovation  
Stewardship

Tri-City Healthcare District exists to serve the healthcare needs of its community. We are committed to furnishing each and every patient with high quality, compassionate care. To achieve this, we must all adopt a strong and deep commitment to embracing and living our values: quality, caring, safety, integrity, innovation, and stewardship.

Our values must be more than words on paper. Each of us has a responsibility to think about and be guided by the Tri-City values in everything we do, especially when faced with difficult decisions. Our values, as embodied in this Code of Conduct, applicable Policies and Procedures, and the support we provide to one another, will help guide us and ensure that we meet our ethics and compliance responsibilities and aspirations.

### TO WHOM THIS CODE APPLIES

The Code of Conduct provides the ethical guidelines and expectations for conducting business for, or on behalf of Tri-City Healthcare District. It applies to all District officers and employees, at every level, and to our Board of Directors. It also applies to the District's medical staff, as well as vendors, consultants, contractors, and temporary employees, who often serve as an extension of the District.

### COMPLIANCE WITH THE LAW AND REGULATIONS

This Code of Conduct reflects our commitment to conduct business consistent with fundamental ethical standards and to comply with applicable laws and regulations, including all applicable federal health care program laws, regulations, and program requirements.

Each of us is responsible for knowing and upholding the rules that apply to our jobs, including, as applicable, the requirements of Medicare, Medicaid, the Emergency Medical Treatment and Active Labor Act (EMTALA), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the False Claims Act, California's Confidentiality of Medical Information Act (CMIA), and all other applicable state and federal healthcare laws and regulations.

We are also required to seek advice from a manager, the Chief Compliance Officer, or the Legal Department if we are in doubt about the appropriateness and/or legality of an action. To help us understand and meet these obligations, this Code defines expectations, provides guidance, and identifies resources to help us address concerns.

## RESPONSIBILITIES

Everyone is responsible for maintaining our reputation as a quality healthcare provider that practices legally and ethically. Meeting these responsibilities is critical to the District's success today and in the future. We need to act with integrity.

Without integrity, we fail our patients, our community, our coworkers, and ourselves. We must strive to maintain the highest ethical standards:

- **Be honest** in all you do.
- **Always obey** the law and all District policies and procedures, and act in a professional, honest, and ethical manner when acting on behalf of the District. Seek advice if in doubt about the appropriateness and/or legality of an action.
- **Know** the information contained in this Code and the related District policies and procedures, paying particular attention to the policies and procedures that pertain to your job responsibilities.
- **Complete** all required training in a timely manner.
- **Promptly report** concerns about possible violations of laws, regulations, this Code, or any District policies or procedures in accordance with the District's policies.
- **Cooperate** and tell the whole truth when responding to a compliance review or investigation. Never alter or destroy any records.
- **No excuses!** No reason, including the need to meet job responsibilities or organizational goals, is an excuse for violating laws, regulations, this Code, or District policies and procedures.

## ADDITIONAL RESPONSIBILITIES OF DISTRICT LEADERSHIP

Individuals who manage others or are otherwise in a position of authority have these additional responsibilities:

- **Lead by example.** Managers are expected to exemplify the highest standards of ethical conduct.
- **Create a positive working environment** where everyone feels comfortable asking questions and reporting potential violations of this Code and its underlying policies and procedures. Never retaliate or seek retribution against those who raise issues or concerns.
- **Never ask or pressure anyone** to do something that you would be prohibited from doing yourself.
- Be aware of the **limits of your authority** and do not take any action that exceeds those limits. Never delegate authority to any individual whom you believe may engage in unlawful or unethical conduct.
- If you **supervise contractors** working on our behalf, ensure that they understand our expectations that they comply with applicable law, regulations and our Code.

**As a manager**, you need to monitor what is happening with those whom you supervise. If you become aware of conduct that may violate applicable law, regulations, our Code, or our policies and procedures, you **MUST** report it immediately. Not reporting a violation when you know or should have known about it may result in discipline up to and including termination of your employment.

Managers should not consider ethics concerns as threats or challenges to their authority. We want open, honest, and truthful dialogue to become a natural part of our daily work.

**Q: I'm a manager, and I'm not clear what my obligations are if someone comes to me with an allegation – and what if it involves a senior leader?**

**A: No matter who the allegation involves, you must report it. See the next section of this Code for more detail on how to report it.**

### **ASKING QUESTIONS AND REPORTING SUSPECTED VIOLATIONS**

In today's complex healthcare environment, legal and ethical concerns routinely occur. When they do, employees must report the issues so that they can be addressed quickly and appropriately, minimizing the damage to the District and any involved parties. The sooner we know about possible problems, the sooner we can address them and find solutions. And of course, employees **MUST** report misconduct which they commit, witness, or hear about.

For reporting, employees have several options:

- Bring matters involving employee relations and discipline, work safety, job duties, harassment, and employee health to the attention of your manager or the Human Resources Department.
- Ask your manager or the Legal Department questions regarding handling legal documents, responding to regulatory inquiries, and how to determine and interpret the laws that apply to your job.
- Concerns regarding noncompliance with applicable laws and regulatory requirements must be reported to your manager, the Chief Compliance Officer, or by calling the **Values Line (800) 273-8452**.

The Values Line is available 24 hours per day, 365 days per year. Translators are available to speak in your native language, all calls are kept confidential, **and you can make your report anonymously, if you so choose**. If you make a report through the Values Line, you will receive an identification number so you can follow up on the concern. This is especially important if you have submitted a report anonymously, because it will enable you to provide additional information, and track the resolution of the matter.

**Tri-City Healthcare District has an opportunity to improve every time an employee asks a question or raises a concern.** When employees take action, speak up, and report questionable conduct, they are protecting their colleagues and our reputation. Remember, an issue cannot be addressed unless it is brought to someone's attention.



## **PROTECTION FROM RETALIATION**

To build trust, we must listen openly to concerns about misconduct, respond appropriately, and never retaliate or seek retribution against those who raise issues or participate in investigations.

We take claims of retaliation and retribution seriously. All such claims will be thoroughly investigated. If they are substantiated, retaliators will be disciplined, up to and including dismissal from the District. If an employee believes he or she has experienced retaliation, the individual should report it using any of the methods described in the above section on *Asking Questions and Reporting Suspected Violations*.

## **ACCOUNTABILITY AND DISCIPLINE**

All employees of Tri-City Healthcare District are required to obey all federal, state, and local laws and to abide by the rules set forth in this Code of Conduct and all District policies and procedures. Any individual who fails to do so is subject to penalties up to and including dismissal from the District along with criminal and/or civil prosecution.

## **AMENDMENTS AND WAIVERS**

On rare occasions, Tri-City Healthcare District may amend or waive certain provisions of this Code. Anyone who believes that a waiver may be appropriate should discuss the matter with the Chief Compliance Officer or the CEO.



Any proposed waiver or exception must be approved by the Chief Compliance Officer and CEO in writing, per policy 8750-566.

## **OUR ETHICS AND COMPLIANCE RESOURCES**

This Code and District policies serve as resources for employees to help guide their actions.

Employees also should be alert to changes in the law or new requirements that may affect their work as well as new District services that may be subject to special legal requirements.

In addition to the Code, it is important to remember that District leaders are a good resource when it comes to ethical business conduct, as are the Chief Compliance Officer, the Legal Department, the Human Resources Department, and the Values Line (800) 273-8452. Employees should feel free to take advantage of any of the resources provided.

## MAKING THE RIGHT DECISION

Pressure often clouds our judgment, and occasionally, the right choice is not clear. Remember, support is available for employees facing a tough call. Our colleagues and managers can help us think through our options. Employees also may rely on this Code for help, or contact the Values Line (800) 273-8452.

When making a difficult decision, employees should ask three simple questions:

- **Is it legal?** If it isn't, don't do it.
- **Is it right?** How do you feel about the choice? Does your conscience give you pause? Would a close, trusted friend be okay with it?
- **How would I feel if the conduct appeared on YouTube or in the newspaper?** If someone posted a video of (or a blog entry about) what you had done and individuals around the world saw it, would it hurt your reputation or the reputation of Tri-City Healthcare District? If so, it is the wrong choice – don't do it!

## Our Commitment to Our Patients

### PROVIDING QUALITY MEDICAL CARE

The only acceptable standard of care at Tri-City Healthcare District is that of the highest quality. We provide care that is compassionate and that advances the health and wellness of all the people we serve. Our commitment in this regard is more fully set forth in the District's *Patient Handbook*, Policy 8610-302, and the Joint Commission's National Patient Safety Goals.

### CARING FOR OUR PATIENTS AND THEIR RIGHTS

The District adheres to the highest standards in the realm of patients' rights and respecting patients' privacy, safety, and sovereignty over their own bodies. We communicate clearly with our patients about their rights and their options, and we make sure that they are empowered while availing themselves of our services and care.

District employees must be mindful that each of our patients has specific rights including:

- Considerate and respectful care, personal dignity, and comfort.
- To receive information about his or her health status, diagnosis, prognosis, and treatment.
- Free interpreter services available.
- To make decisions regarding medical care and to receive needed information.
- To request or refuse treatment, to the extent permitted by law.
- To have personal privacy respected.
- To receive care in a safe setting, free from abuse, neglect, or exploitation.

## **Patient Safety**

No patient care goal is more important than that of ensuring patient safety. Employees of the District work diligently to correctly identify our patients, promptly communicate key care information to correct staff, properly use medications, and identify and manage other patient safety risks.

The Joint Commission provides certain patient safety goals, generally including:

- Identifying patients correctly.
- Maintaining and communicating accurate patient medication information.
- Preventing infection of all types, making use of all appropriate guidelines.
- Identify patient safety risks, including suicide risk.
- Complying with current CDC and WHO hand hygiene guidelines.

## **Safeguarding Patient Privacy and Confidentiality**

Our commitment to upholding the law includes patient information privacy and security. Employees should disclose confidential patient information only as permitted by law to those with a need to know. We will hold our contractors and care partners to the same standards.

## **Our Commitment to One Another**

### **RESPECT IN THE WORKPLACE**

We are committed to fair and respectful treatment and equal opportunity in our employment interactions and decisions. Our colleagues and job applicants are entitled to respect and should be judged only on the basis of their qualifications, demonstrated skills, and achievements.

Remember:

- Treat others as you wish to be treated.
- Review your own decisions to ensure that only objective merit and healthcare considerations drive your actions.
- If you supervise others, judge them on performance. Avoid introducing unrelated considerations into your decisions.

### **Equal Employment Opportunity**

We believe every employee deserves to work and grow in an environment free of unlawful discrimination, harassment, intimidation, and abuse. We understand that the District is best served when all perspectives are considered fairly and without prejudice. We prohibit any form of discrimination on the basis of a characteristic protected by state and federal law, and our policies. For more detailed information, please consult Policy 8610-418, or ask Human Resources.



## Harassment

The District is committed to providing a harassment-free environment. The District's anti-harassment policy applies to all persons involved in the operation of the District and prohibits unlawful harassment by any employee of the District, including supervisors and managers, as well as vendors and customers. For more specific information regarding harassment, please consult Policy 8610-403, or ask Human Resources.

Remember:

- Treat coworkers with respect. Do not discriminate or harass anyone. Be open to different points of view, backgrounds, and experiences and recognize the value that diversity brings to our work.
- Let people know if you find their behavior to be demeaning or disrespectful of you or others. Don't tolerate discrimination or harassment in any form.
- Be professional. Do not visit inappropriate internet sites or display sexually explicit or offensive pictures. This prohibition does not include internet sites or pictures legitimately used in connection with your work for the District.
- Report all incidents of harassment and discrimination that may compromise our ability to work together in an appropriate environment.

**Q: *One of my co-workers sends e-mails and text messages containing jokes and comments that make fun of certain nationalities. They make me uncomfortable, but no one else has spoken up about them. What should I do?***

**A: *You should notify your manager or the Human Resources Department. Jokes that demean or stereotype people's national origin, or any other protected characteristic, are inappropriate. Raise the issue now, so that it does not continue or even escalate.***

**Q: *While attending an educational program with some coworkers at a local hotel, a colleague repeatedly asked me out for drinks and made comments about my appearance that made me uncomfortable. I asked him to stop, but he wouldn't. We weren't in the office and it was "after hours" so I wasn't sure what I should do. Does this violate our Code?***

**A: *Yes. This type of conduct will not be tolerated, not only during working hours but in all work-related situations. Tell your colleague such actions are inappropriate. If they do not stop immediately, or if you don't feel comfortable confronting your colleague, report the issue.***

## HEALTH AND SAFETY

### Safe Working Environment

The District is committed to providing a safe and healthy workplace for our employees, as well as for patients and visitors to our facilities. We need to protect ourselves and others in our everyday actions. Situations that may pose a health, safety, or environmental hazard must be immediately fixed or reported to management. We can only achieve our goal of a safe and healthy workplace through the active participation and support of everyone. **The more we communicate, the better we can respond to any unsafe or unhealthy working conditions.**

Remember:

- Comply with all applicable health and safety laws, policies, and procedures. If you don't know what the safe thing to do is, ask someone who knows.
- Understand your job fully and follow instructions. Wear personal protective equipment in accordance with the job you are performing. Use, adjust, and repair equipment only if you are trained and qualified.
- If an unsafe condition cannot be immediately fixed, notify your manager or Human Resources immediately.

**Q:** *I've noticed some practices in my area that don't seem safe. Who can I speak to? I'm new here, and don't want to be considered a troublemaker.*

**A:** *Discuss your concerns with your manager. There may be very good reasons for the practices. On the other hand, sometimes new eyes see things that more experienced eyes have missed. Raising a concern about safety is not making trouble; it is being responsible.*

### Abuse of Drugs and Alcohol

Part of maintaining a safe working environment is being certain that every employee is fully awake, aware, and able to do his or her job carefully and safely. We must be mindful of how others might be affected by our actions. We also should be mindful of our intake of alcohol at work-related events.

Remember:

- While at work or on District business, you should be alert, never impaired, and always ready to carry out your work duties.
- The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on District property is forbidden.
- If you have a medical condition that requires you to use medication while working, and that medication could impair your mental or physical capabilities, you must notify Employee Health.

## Workplace Violence

The District has a zero tolerance for acts and threats of violence. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

Threats include any indication of intent to harm a person or damage District property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

**Q: *Are visiting physicians, medical personnel, and contractors expected to follow the same health, safety, and security policies and procedures as employees?***

**A: *Absolutely. Managers and supervisors are responsible for ensuring that anyone working on District premises understands and complies with all applicable laws, regulations and policies.***

### PROTECTING DISTRICT ASSETS

It is our responsibility to care for, properly use, and protect our assets and resources. We must each use our best judgment to make sure District assets are not lost, stolen, or wasted, and are used only for legitimate business purposes. We must never use District assets for personal gain.

Our assets include:

- Our physical facilities;
- Computers, files, documents, and passwords;
- Confidential information;
- Employee time; and
- Machines, equipment, materials, and supplies.

Remember:

- Ask your manager before you take hospital property, such as files or personal computers, off District premises.
- Be aware that Tri-City Healthcare District reserves the right to search all our property, as well as anything brought onto or taken from District premises (including employee personal possessions).
- Do not use our equipment or systems, including email and the internet, to download, create, store, or send content that others might find offensive or that is illegal.
- Do not share passwords or allow others to use District assets.

## CONFIDENTIAL INFORMATION

One of the District's most valuable assets is its confidential information. Confidential information includes information not publicly released such as patient information, personnel information, staffing changes, trade secrets, business plans, and employee medical information. The obligation to preserve and protect District confidential information is ongoing, even after employment ends.

Remember:

- Use confidential information only for legitimate operational purposes.
- Share confidential information only with people who need to know it.
- Forward all requests for information regarding a current or former employee's position/compensation with the District to the Human Resources Department.
- Avoid discussing confidential information when others might be able to overhear what is being said.
- Never use confidential information for personal financial gain or to compete with Tri-City Healthcare District.

## Employee Privacy

Tri-City Healthcare District is committed to respecting the confidentiality of employees' personal information, such as personal records, photos, social security numbers, medical information, and home addresses. Only such personal data as is necessary will be acquired and retained by the District.

Employees authorized to have access to personal employee data are expected to ensure the security of the information and share it only with authorized persons on a "need-to-know" basis. We must make sure such information is stored securely and we should refrain from holding the information longer than is necessary to meet the legal or business reason for which it was acquired.

**Q: Are the emails I send from my computer protected by the District's privacy policy?**

**A: Tri-City Healthcare District respects the confidentiality of the personal information of employees; however, it is important to remember that employees have no expectation of privacy with regard to workplace communication, including emails, texts, and voicemails. Even communications with your personal attorney will not be privileged if the District email system or computers are used.**

## Confidential Information – Business partners

Everyone with necessary access to District confidential information who is not employed by the District, including visiting physicians and medical personnel, contractors, and consultants, is expected to adhere to the District's specific policies and procedures with regard to information protection. Managers are responsible for ensuring that our business partners are duly authorized to handle our confidential information and are appropriately cautious with it.

## ACCURATE CODING, BILLING, AND RECORDS

Trustees, patients, insurance companies, government officials, and others need to be able to rely on the accuracy and completeness of our business records and invoices. We must be honest in what we say, what we write and what we do. Accurate information is also essential within the District so that we can make good business decisions. This is why our coding, billing, and records must be accurate, timely, complete, and understandable.

Each of us is responsible for helping to ensure that invoices we submit are legitimate and appropriate, and that the codes and information we record are accurate, complete, and maintained in a manner consistent with our system of internal controls.

Remember:

- Always code and bill accurately, only for services rendered and documented properly. Ensure that any bills submitted are consistent with federal billing standards and federal medical program requirements.
- Make sure that financial entries are clear and complete and do not hide or disguise the true nature of any transaction.
- Do not record, understate, or overstate known liabilities and assets, or defer the recording of items which should be expensed.
- Do not maintain undisclosed or unrecorded funds, assets, or liabilities.
- Do not back date documents.
- Never make false claims on an expense report, time sheet, or in billing a health care program.
- If you are uncertain about the validity of an entry or process consult with your manager, or contact Human Resources.
- Only sign documents that you are authorized to sign and that you are certain are accurate and truthful. This includes approving invoices and journal entries as well as 'signing off' on financial statements.
- Bring any evidence of fraud in accounting, financial reporting, or internal controls to the attention of your manager, the Chief Compliance Officer, or the Values Line (800) 273-8452.

## PROPER USE OF ELECTRONIC MEDIA

Electronic media includes everything from the content of CDs to email and text messages to websites, television, and radio broadcasts. We should all exercise discretion when using electronic media. These tools should never be used in a way that interferes with the conduct of District business. We also should avoid any usage that might lead to loss or damage, such as the introduction of viruses or a breach of our firewalls. We also must be aware of software licensing rules and never use unauthorized copies of software on District computers, or use District software on our personal computers in a way not intended by the license.

Remember, do not use District equipment:

- To download, save, send, or access any defamatory, discriminatory, obscene or illegal material.
- To gain or attempt to gain unauthorized or unlawful access to computers, equipment, networks, or systems of Tri-City Healthcare District or any other person or entity.
- In connection with any infringement of intellectual property rights, including but not limited to copyrights.
- In connection with the violation or attempted violation of any law.

### **Use of Social Media**

District employees who choose to use social media should do so on their own time, be careful to comply with Policy 8610-479, and avoid discussing any District confidential or work information. Employees also should be careful when posting online to avoid giving the impression that they are speaking on behalf of the District unless authorized to do so.

Think carefully before hitting the 'send' button. These types of communications live forever. Remember, if you are not authorized to speak publically on behalf of the District, you should not do so.

### **RETENTION AND DISPOSAL OF DOCUMENTS AND RECORDS**

Medical and business documents and records must be maintained in accordance with procedures and time frames established by applicable laws, accreditation standards, and the District's document retention policies. Medical and business documents include paper documents, such as letters and memoranda; computer-based information, such as e-mail or computer files on disk or tape; and any other medium that contains information about the District or its business activities.

We will not tamper with records, nor remove or destroy them before the time period specified in the District's document retention policies, and we will not destroy any records we know relate to pending litigation or government investigation.

## Meeting the Letter and the Spirit of Laws and Regulatory Requirements

### COMPLIANCE AND TRANSPARENCY

We are obligated to follow all relevant local, state, and federal laws and regulations. Each of us is responsible for knowing which of these apply to our respective jobs. An employee who is unclear about a law is responsible for asking questions of his or her manager, the Legal Department, or Human Resources. Failure to comply with the laws and regulations which govern our services undermines our mission and will ultimately lead to serious consequences for the District and its employees.

Transparency is key to maintaining a culture of compliance with healthcare laws and regulations. When we are open and clear about our actions we can more readily demonstrate our compliance, and we can more easily spot and remedy any errors or confusion about a law or regulation.

### CONFLICTS OF INTEREST

A conflict of interest occurs whenever an employee has a competing interest that may interfere with his or her ability to make a sound, objective decision for the District. We must never use our positions with Tri-City Healthcare District, or with any of its patients or vendors, for private gain, to advance personal interests, or to obtain favors or benefits for ourselves, members of our families, or any other individuals or entities. Each of us is expected to use good judgment and avoid situations that can lead to even the appearance of a conflict.

It is impossible to describe every potential conflict. Therefore, the District relies on each of us to uphold the highest standards of integrity and to seek advice when needed. Please consult Policy 8610-462 or Human Resources for more specific information.

Remember:

- If you believe a conflict or potential conflict exists, you must disclose it to your manager, or Human Resources.
- Any situation that creates, or even appears to create, a conflict of interest between your personal interests and the interests of the District and our patients should be avoided.

### Personal Relationships

We must not let personal relationships with friends or family members influence our work-related decisions in a way that causes us to act against the best interests of Tri-City Healthcare District. This includes decisions made about hiring employees, selecting vendors, and billing. Employees should obtain management approval before becoming involved in such decisions.

## Financial Incentives to Provide Care

We should be especially careful to avoid even the appearance of any conflicts of interest in our dealings with physicians and other healthcare providers. We must never offer or provide anything of value to encourage or reward referrals from other healthcare professionals, and we also must not accept them. These types of gifts are typically viewed as bribes or kickbacks, which are illegal.

Remember:

- Do not offer, pay, or accept bribes or kickbacks.
- Do not tie compensation to volume or value of referrals.
- If you are aware of a District employee who is offering, paying, or receiving kickbacks or bribes, or if you suspect such behavior is occurring, report your concern to your manager, the Chief Compliance Officer, or the Values Line (800) 273-8452.

## Outside Business or Employment

Tri-City Healthcare District employees occasionally take on additional, outside employment. This could constitute a conflict of interest if that outside work interferes with the employee's ability to fulfill his or her responsibilities to the District, or if there is a risk that the outside employment may cause the employee to disclose District confidential information.

An employee who plans to take on outside employment or who already has an outside job or consulting arrangement that is related in any way to the healthcare industry must disclose it to Human Resources. Please see Policy 8610-462 for more detailed information.

## Personal Investments or Transactions

Ownership by a District employee of an investment in a vendor, competitor or business partner could influence decisions made by that employee. For those employees who are not already required to annually disclose such interests under the District Conflict of Interest Code, such ownership interests in companies not publicly traded on a national stock exchange must be reported to Human Resources.

Additionally, any District employee who holds an ownership stake in any other healthcare entities (e.g., labs, outpatient imaging centers, rehabilitation facilities, etc.) must be careful about how this ownership affects any decisions made on behalf of the District. Referring Tri-City patients to such entities is called self-referral and may implicate and violate various anti-self-referral and anti-inducement laws and regulations. In addition, such interests are reportable by employees designated in the District Conflict of Interest Code, and may result in disqualification from some decision-making.



## Boards, Panels, Foundations, Consulting Arrangements

Memberships or participation in outside organizations, especially those which oversee, approve actions by, receive grants from, or have contracts with the District, should be disclosed in advance to Human Resources. Examples of such arrangements are municipal Board memberships; focus groups, discussion panels and advisory boards for makers of healthcare products; community health clinic boards; and participation in a Foundation that distributes financial support to research or healthcare entities. You may be directed to manage such conflicts by removing yourself from any decision making that will impact Tri-City Healthcare District. In some instances in which a conflict of interest precludes you from carrying out your responsibilities to the District, resignation may be necessary.

### ACCEPTING GIFTS AND ENTERTAINMENT

District employees are not allowed to accept gifts or gratuities that are inconsistent with Policy 8610-425, 8610-462, this Code, or that could influence decisions regarding patient care or business. We have one excellent standard of care for all patients, and that standard should not be affected in any way by gifts.

### PROVIDING GIFTS, MEALS AND ENTERTAINMENT

Gifts, meals or entertainment may only be given to others if they are reasonable complements to business relationships, are of modest value, and are not against the law or the policy of the District or the recipient's organization. While it is a legitimate business activity to entertain our business partners and prospects ancillary to our business with them, no such activity should involve behavior that would otherwise violate policies or reflect poorly on our reputation. In addition, these activities may implicate the federal health care program anti-kickback law (the "Anti-Kickback Law"), 42 U.S.C. § 1320a-7b(b), and the federal physician self-referral law (the "Stark Law"), 42 U.S.C. § 1395nn.

Remember:

- Before you provide gifts or entertainment, be sure it is consistent with both District policy and the policies of the recipient's employer.
- Never provide gifts to government officials without prior Legal Department approval.

### COMPLIANCE WITH GOVERNMENT HEALTHCARE REGULATIONS

Tri-City Healthcare District complies with all federal, state, and local laws that govern our healthcare practices. We operate in full cooperation with the Federal False Claims Act and the Deficit Reduction Act, which are intended to protect government programs including Medicare, Medicaid, and TRICARE from fraud, waste and abuse. Our policies promote accuracy and transparency in our coding and billing practices for both government and private payers, and we offer protection for whistleblowers.

We comply fully with EMTALA, which protects patients seeking emergency care, and are committed to providing all necessary care to any patients who come to us requiring emergency medical treatment. We adhere to all laws governing improper payments, such as the Federal Anti-Kickback Law, which prohibits offering, giving, or accepting anything of value to motivate or reward referrals.

## WORKING WITH REGULATORY AUTHORITIES

Tri-City Healthcare District and its employees are committed to cooperate with all regulatory authorities. We will provide any information required by state and federal audits and investigations promptly, fully, and honestly. We will not alter, withhold, or destroy any records related to an investigation.

Employees should notify the Legal Department before responding to a subpoena, search warrant, request for an interview or other non-routine request for access to information related to District matters.

## Our Commitment to the Community

### TRI-CITY HEALTHCARE DISTRICT – IN THE COMMUNITY

We have a responsibility, as a healthcare provider, to be a good corporate citizen. We encourage participation in, and strive for the improvement of, the communities in which we live and work. We support giving and volunteering in our communities, and we understand the value of our good reputation to our communities.

While employees are encouraged to be involved in community organizations and projects of their choice, we should never present our personal views or actions as if they represent Tri-City Healthcare District's position. Any charitable contributions or donations on behalf of the District must be approved by the Board of Directors.

Outside activities must not interfere with job performance. Employees should not exert improper influence in business decisions regarding a charity or other organization where they volunteer.

**Q: *My manager often asks me to buy candy bars as part of fund raising activities for his children's schools. He also encourages us to support his favorite charities and sponsor him in fundraising walks and races. Sometimes I feel I don't have a choice. What can I do?***

**A: *Selling, soliciting, or collecting contributions for any purpose on the District's premises is prohibited. The only exception is for District-approved fundraisers such as March of Dimes. In addition, pressuring others to contribute to or join charities, groups, or political activities is not allowed. Your manager may not view his actions as 'pressure' and may not be aware of our policy. If you are comfortable doing so, talk to him about the problem. As an alternative, you can contact Human Resources.***

## ENVIRONMENTAL COMPLIANCE

The District actively seeks opportunities to improve the quality of life in our communities and to improve the environment that sustains us all. We recognize the need to provide our services in a way that protects and improves the state of the environment for future generations.

We are committed to meeting or exceeding applicable environmental laws and regulations and to continuously improving our environmental performance through resource conservation, waste minimization, and water and energy efficiency.

Remember, we must:

- Comply with all applicable environmental laws, regulations, and District policies.
- Be proactive and help identify opportunities for improving our environmental performance, including, for example, additional ways that we can conserve and recycle.
- Support waste reduction and recycling efforts at the District and in our communities.
- Comply with medical waste disposal protocols.

## COMMUNICATING WITH THE PUBLIC

Tri-City Healthcare District needs a clear, consistent voice when providing information to the public and the media. For this reason, it is important that only authorized persons speak on behalf of the District. Employees should never give the impression that they are speaking on behalf of the District in any communication that may become public if they are not authorized to do so.

Remember:

- If you receive an inquiry regarding District activities, results, or plans, or its position on public issues, and are not specifically authorized by District leadership to respond, refer the request to your manager.
- Obtain approval from the Legal Department, Chief Executive Officer, or Director of Public Relations before making public speeches, writing articles for professional journals, or engaging in other public communications on behalf of the District.

## POLITICAL CONTRIBUTIONS AND POLITICAL ACTIVITY

As a responsible healthcare provider and member of our community, we respect the rights of employees to voluntarily participate in the political process outside of work hours and beyond District premises.

We also are committed to following the rules and requirements set forth by the Political Reform Act of 1974 in its most current form.

Employees must always make it clear that their views and actions are their own and not those of Tri-City Healthcare District. Employees must not use the District's resources to support their personal choice of political parties, causes, or candidates.

Remember:

- Lobbying activities or government contacts on behalf of the District must be coordinated with management, and be consistent with Board-adopted policies, as well as local and state registration laws.
- The District may not engage in any political spending, including donating products, services, transportation, or facilities to politicians or political organizations.
- Holding or campaigning for political office must not create, or appear to create, a conflict of interest or incompatibility with your duties at the District.

**Q: *What types of expenditures are covered by the prohibition on political contributions by the District?***

**A: *Political contributions include monetary spending, as well as indirect contributions such as the purchase of tickets to a political fundraiser. The prohibition also applies to "in-kind" contributions such as the use of District personnel or facilities, telephones, email systems, or payment for services.***

**ADMINISTRATIVE POLICY Manual**  
**COMPLIANCE**

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**ISSUE DATE:** 12/02

**SUBJECT:** Disclosure of Protected Health Information (PHI)

**REVISION DATE(S):** 02/03, 09/05, ~~09/10~~

**POLICY NUMBER:** 8610-513

<b>Administrative Compliance Content Expert Approval:</b>	<b>10/18</b>
<b>Administrative Policies &amp; Procedures Committee Approval:</b>	<b>09/10/12/18</b>
<del><b>Operations Team Committee Approval:</b></del>	<del><b>10/10</b></del>
<b>Organizational Compliance Committee Approval:</b>	<b>12/18</b>
<b>Medical Executive Committee Approval:</b>	<b>01/19</b>
<b>Audit, Compliance &amp; Ethics Committee:</b>	
<del><b>Administration Approval:</b></del>	
<del><b>Professional Affairs Committee Approval:</b></del>	<del><b>11/10</b></del>
<b>Board of Directors Approval:</b>	<b>12/10</b>

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**A. PURPOSE:**

1. To establish ~~a policy~~ guidelines at Tri-City Healthcare District ("~~District~~"TCHD) for the release of protected health information ("PHI") for uses and disclosures that require a patient have an opportunity to agree or to object. This policy addresses the following categories of ~~circumstances for the release of protected health information uses and disclosures of PHI:~~
- ~~2. Use and Disclosure of Health Information:~~
  - a. Facility Directory
  - b. Emergency Circumstances
  - c. Disclosure to Family/Others Involved in Care
    - i. With patient present
    - ii. When patient is not present

**B. POLICY:**

1. Disclosures of ~~health information~~PHI should be limited to the minimum necessary as indicated by the patient authorizing release to achieve the purpose of the disclosure. ~~TCMG-TCHD~~ personnel may exercise professional judgment in determining minimum necessary information to achieve purpose of disclosure when a disclosure may avert a serious threat to health or safety.
2. Categories for the release of ~~health information~~PHI are as follows:
  - a. Use and disclosure for Facility Directory. Permitted uses and disclosure. Except for ~~patients with Behavioral behavioral Health health Issues~~ Patients whose information is never listed in the directory and when an objection is expressed, ~~TCMG-TCHD~~ may use the following PHI to maintain a directory of patients in its facility:
    - i. Patient's name
    - ii. Patient's location in ~~the facility~~TCMG-TCHD
    - iii. Patient's condition (described in general terms that does not communicate specific medical information about the patient)
      - 1) Undetermined. Patient is awaiting physician assessment.
      - 2) Good. Vital signs stable, within normal limits. Patient is conscious, comfortable. Indicators are excellent.
      - 3) Fair. Vital signs stable, within limits. Patient is conscious, may be uncomfortable. Indicators are favorable.
      - 4) Serious. Vital signs may be unstable, not within normal limits. Patient acutely ill. Indicators questionable.
      - 5) Critical. Vital signs unstable, not within normal limits. Patient may be

- unconscious. Indicators are unfavorable.
- 6) Deceased. No other information may be released by ~~hospital~~ **TCMGTCHD**.
- iv. Patient's religious affiliation
- b. Directory information can be disclosed to:
  - i. Members of the clergy
  - ii. Other persons who ask for the patient by name (the patient's religious affiliation shall not be disclosed to such persons).
- c. Patient's opportunity to object: ~~TCMG-TCHD~~ must inform a patient of the PHI that it may include in a directory and the persons to whom it may disclose such information (including disclosures to clergy of information regarding religious affiliation) and provide the patient with the opportunity to restrict or prohibit some or all of the uses or disclosures.
- d. Circumstances not requiring patient consent: If the patient's opportunity to object to uses or disclosures cannot practicably be provided because of the patient's incapacity or an emergency treatment circumstance, ~~TCMG-TCHD~~ may use or disclose some or all of the PHI permitted under this section for ~~TCMG's-TCHD's~~ directory, if such disclosure is:
  - i. Consistent with a prior expressed preference of the patient, if any is known to the covered health care provider
  - ii. In the patient's best interest as determined by ~~TCMG-~~ the treating healthcare professional, in the exercise of their professional judgment.
  - iii. ~~TCMG-TCHD~~ must inform the patient and provide an opportunity for the patient to object to uses or disclosures for directory purposes when it becomes practicable to do so.
- e. Use and Disclosure to Family/Others involved in Patient's care: ~~TCMG-TCHD~~ may disclose to a family member, other relative, or a close personal friend of the patient, or any other person identified by the patient, the PHI directly relevant to such person's involvement with the patient's care.
  - i. ~~TCMG-TCHD~~ may use or disclose PHI to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the patient, or another person responsible for the care of the patient. Information may include:
    - 1) Patient's location at ~~TCMG-TCHD~~
    - 2) General condition
    - 3) Death
  - ii. **See Patient Care Services Policy: Privacy Code for additional information.**
- f. Use and Disclosure with the Patient present: If the patient is present for, or otherwise available prior to, use or disclosure and has the capacity to make health care decisions, ~~TCMG-TCHD~~ may use or disclose the PHI if:
  - i. Obtains the Patient's agreement; (~~i.e. privacy code~~ per **Patient Care Services Policy: Privacy Code**)
  - ii. Provides the patient with the opportunity to object to the disclosure, and the patient does not express an objection; or
  - iii. Is in the patient's best interest as determined by ~~TCMG-~~ the treating healthcare professional, in the exercise of their professional judgment.
- g. Use and Disclosure when the Patient is not present: If the patient is not present for, or the opportunity to agree or object to the use and disclosure cannot practicably be provided because of the patient's incapacity or an emergency circumstance, ~~TCMG-~~ the treating healthcare professional may, in the exercise of their professional judgment, determine whether the disclosure is in the best interests of the patient and, if so, disclose only the PHI that is directly relevant to the person's involvement with the patient's health care. ~~TCMG-TCHD~~ may use professional judgment and its experience with common practice to make reasonable inferences of the Patient's best interest in allowing a person to act on behalf of the patient to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of PHI.

- h. Use and Disclosure for Disaster Relief Purposes: See TCMG-TCHD Disaster Manual for information regarding disclosure of PHI for disaster relief purposes.

C. **RESPONSIBILITIES:**

- 1. All personnel providing services ~~within~~ on behalf of TCMG-TCHD to include but not limited to, employees, volunteers, physicians, Allied Health Professionals, students and affiliated business associates are responsible for awareness of this policy and for protecting patient health information from unauthorized release. The protection of health information and appropriate release of information is a shared responsibility of all personnel to safeguard the information against loss, tampering, access, or use by unauthorized persons.

D. **INFORMATION/DISCLOSURE:**

- 1. TCMG-TCHD may orally inform the patient of and obtain the patient's oral agreement or objection to a use or disclosure.
- 2. TCMG-TCHD must obtain permission from the parent or guardian for patients who are minors (under 18 years of age) except in the following circumstances:
  - a. Emancipated minors (in addition to other specified categories of minors), as specified by law, may inspect or request copies of part or all of their health record.
  - b. Pregnancy
  - c. Drug abuse
  - d. Mental health
  - e. Reportable disease
  - f. Rape
  - g. Sexual assault
- 3. Patient's agreement or objection will be noted in TCMG's ~~the~~ registration system. In the event patient objects to the use and disclosure of PHI the information will not be used or disclosed.

E. **CROSS-REFERENCED RELATED DOCUMENT(S):**

- 1. Administrative Human Resources Policy: ~~455~~ Confidentiality 8610-455
- 2. Administrative Human Resources Policy: ~~424~~ Coaching and Counseling for Work Performance Improvement 8610-424
- 3. Administrative Human Resources Policy: ~~479~~ Social Media 8610-479
- 4. Administrative Compliance Policy: ~~594~~ Minimum Necessary Requirements for Use and Disclosure of PHI 8610-594
- 3-5. Patient Care Services Policy: Privacy Code

F. **REFERENCE(S):**

- 1. Guidance and complete information beyond the scope of this policy for release of information will be obtained from the California Hospital Association Consent Manual, ~~and~~ Federal Register ~~164~~. (79 FR 784) and Code of Federal Regulations (45 CFR 164)
- 2. ~~Federal Register 164.~~

**ADMINISTRATIVE POLICY MANUAL**  
**COMPLIANCE**

ISSUE DATE: **New** SUBJECT: **HIPAA Mitigation**

REVISION DATE(S): **08/15** POLICY NUMBER: **8610-591**

Administrative Compliance Content Expert Approval:	11/18
Administrative Policies and Procedures Approval-Date(s):	06/1512/18
Organizational Compliance Committee Approval:	n/a
Medical Executive Committee Approval:	n/a
Audit, Compliance and Ethics Committee Approval-Date(s):	08/15
Board of Directors Approval-Date(s):	08/15

**A. PURPOSE:**

1. The purpose of this Policy is to establish guidelines for mitigating ~~to the extent practicable of~~ any harmful effects ~~that are known to~~ Tri-City Healthcare District (“TCHD”) arising from the Use or Disclosure of Protected Health Information in violation of TCHD’s policies and procedures or applicable state and federal privacy laws.

**B. DEFINITION(S):**

1. Business Associate: ~~a~~A person or organization who, on behalf of the District, ~~performs certain functions or activities involving the use or Disclosure or activities involving the Use or Disclosure of Protected Health Information (PHI) or services that require the Business Associate to create, receives, maintains or transmits PHI on behalf of the District or where the District needs to Discloses PHI to Business Associates. for the services.~~
2. Disclosure: ~~The release, transfer, provision of, or access to or divulging of~~ PHI outside TCHD.
3. Electronic Protected Health Information or (“EPHI”): PHI that is transmitted by Electronic Media or Maintained in Electronic Media.
4. Protected Health Information (“PHI”): ~~is~~ **Health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates in relation to the provision of healthcare, healthcare operations and payment for healthcare services.** individually identifiable health information transmitted or maintained in paper or electronic form that is created or received by TCHD AND
  - a. Relates to the past, present or future physical or mental health or condition of an individual; OR
  - b. Relates to the provision of health care to an individual; OR
  - c. Relates to the past, present or future payment, AND
  - d. Identifies the individual OR with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
5. Use: the sharing, application, utilization, examination or analysis of PHI within TCHD.
6. Workforce ~~Member:~~ employees, volunteers, trainees, and other persons whose conduct, in the performance of work for TCHD is under the direct control of TCHD whether or not they are paid by TCHD.

**C. POLICY:**

1. TCHD shall mitigate, to the extent practicable, any harmful effects that are known to TCHD arising from a Use or Disclosure of a patient’s PHI, ~~including EPHI~~, in violation of TCHD’s policies and procedures or applicable state and federal laws.



D. **PROCEDURE:**

1. **Investigation and Evaluation**
  - a. The Chief **Compliance and Privacy Officer** or designee will investigate reports of a potential or suspected violation of privacy rights, whether by a Workforce Member, Medical Staff, or a Business Associate. If the report is substantiated, the Chief **Compliance and Privacy Officer** will consult with the **appropriate TCDH leaders** ~~Senior VP Information Technology/Security Officer, the Chief Compliance Officer, Chief Nurse Executive/Senior VP, Senior Director Clinical Risk Management, Quality and PI, Director of Regulatory Compliance and Quality~~ and/or legal counsel -to determine the extent of any harmful effects resulting from the incident.
  - b. An evaluation will be conducted to determine the nature and extent of any harmful effects. The evaluation will consider the following factors:
    - i. Whether any damage occurred;
    - ii. The type of damage;
    - iii. The nature and extent of PHI (including types of identifiers) that was Use or Disclosed;
    - iv. The reason for the Use and Disclosure;
    - v. The extent of distribution of the improperly Disclosed PHI, including the identity of recipients;
    - vi. The cause of the violation including any TCHD policies and procedures and/or privacy laws that were violated by the Use or Disclosure; and
    - vii. Any other information that is relevant to the evaluation.
2. **Mitigation Steps**
  - a. Based on the evaluation, the **Chief Compliance and Privacy Officer** and/or the **Security Officer** shall determine appropriate actions to mitigate harm caused by the violation and **will consult with appropriate TCHD leadership as needed.** ~~after consultation with the Chief Compliance Officer, Chief Nurse Executive/Senior VP, Senior Director Clinical Risk Management, Quality and Performance Improvement (PI) Director of Regulatory Compliance and Quality and/or legal counsel.~~
  - b. Mitigation steps may include any of the following actions or a combination of them:
    - i. Amend applicable policies and procedures to assure that the violation does not recur;
    - ii. Provide focused training and education to person(s) responsible for the violation and/or to a category of Workforce members depending on the scope of the violation and policy changes;
    - iii. Impose sanctions and/or disciplinary actions up to and including termination against person(s) responsible for the violation in accordance with TCHD's policies;
    - iv. Attempt to recover the improperly Used or Disclosed PHI ~~including EPHI~~ (or obtain confirmation of its destruction) (e.g. misdirected fax, delivery of PHI to wrong patient);
    - v. Deactivate/disable access to EPHI (e.g. remotely wipe/lock mobile devices where lost or stolen);
    - vi. Identify and correct Information Technology ("IT") system or physical space vulnerabilities, if any that contributed to the violation;
    - vii. Notify affected Individuals of the violation in accordance with TCHD's security incident/breach response policies and of self-protective actions that may be taken to ameliorate or avoid potential harm (e.g. identity theft); and/or
    - viii. Other actions as determined by the **Chief Compliance and Privacy Officer** and/or **Security Officer** in consultation with Executive Management and/or legal counsel, **if applicable.**
3. **Business Associate Violations**
  - a. In the event that TCHD learns of a potential or actual violation of a Use or Disclosure of PHI by one of its Business Associates, TCHD must, if practicable, mitigate the harmful

effects of such violation. The **Chief Compliance and Privacy Officer** and/or **Security Officer**, in consultation with legal counsel, **if applicable**, will contact the **Business Associate** to develop a mitigation plan.

- b. TCHD will also review whether further action is required under the terms of the **Business Associate Agreement** and TCHD's policies and procedures based on the nature and extent of the violation (e.g. termination).

**E. RELATED DOCUMENT(S):**

1. **Administrative Compliance Policy: HIPAA Administrative Requirements 8610-585**
2. **Administrative Compliance Policy: Protected Health Information (PHI) Breach Response 8610-586**
3. **Administrative Compliance Policy: Sanctions for Non-Compliance with Privacy and Security Policies & Procedures 8610-531**
4. **Administrative Compliance Policy: Business Associate Agreement 8610-511**
5. **HIPAA Business Associate Agreement**

**E.F. REFERENCE(S) LIST:**

1. 45 Code of Federal Register (CFR) Section 160.103
2. 45 CFR Section 164.530(f)
- 2-3. **California HIPAA Codes and Regulations**
3. ~~TCHD HIPAA Administrative Requirements Policy No. 8610-503~~
4. ~~TCHD Sanctions Policy No. 8610-531~~
5. ~~TCHD HIPAA Breach Response Policy No. 8610-546~~



**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) is entered into by and between Tri-City Healthcare District, a health care district organized under the Local Health Care District Law of the State of California (“HOSPITAL”), and \_\_\_\_\_ (“CONTRACTOR”) (the HOSPITAL and CONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties”), and is effective, as detailed within, when signed by authorized representatives of both Parties.

**RECITALS**

- A. HOSPITAL and CONTRACTOR wish to form or have already formed a business relationship, under which CONTRACTOR may perform certain functions for or on behalf of HOSPITAL involving either or both of the Disclosure of Protected Health Information (hereafter “PHI”) by HOSPITAL to CONTRACTOR and/or the creation or Use of PHI by CONTRACTOR on behalf of HOSPITAL.
  
- B. HOSPITAL and CONTRACTOR intend to protect the privacy and provide for the security of PHI Disclosed to or Used by CONTRACTOR pursuant to this Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104.191; commonly referred to as “HIPAA”), the regulations promulgated thereunder, and other applicable laws, including without limitation the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (Public Law 111-005; commonly referred to as the “HITECH Act”), the HIPAA Final Omnibus Rule of January 2013, the California Medical Information Act (“CMIA”) (CA Civil Code §§ 56-56.37), the California Information Practices Act (CA Civil Code §§ 198-1798.78), California Health & Safety Code § 1280.15, California Health & Safety Code §§ 123100-123149.5, and any statutes and regulations adopted or to be adopted in conjunction with or pursuant thereto (hereinafter, collectively referred to as the “HIPAA Rules”).
  
- C. HOSPITAL may engage in one or more enterprises governed by HIPAA regulation 45 C.F.R. § 160.103, and may require services from CONTRACTOR, the nature of which may require that PHI be Used or generated by CONTRACTOR on behalf of HOSPITAL.
  
- D. This Agreement sets forth the terms and conditions pursuant to which PHI that is created, received, maintained, or transmitted by CONTRACTOR, from or on behalf of HOSPITAL, shall be managed. This Agreement supplements and/or amends each of the Contractual Agreements with respect to CONTRACTOR’s creation, receipt, Use, and transmission of PHI thereunder, so as to allow HOSPITAL and CONTRACTOR to comply with the HIPAA Rules.



In consideration of the mutual promises below, in contemplation of the exchange of information under this or other contractual arrangements and in order to comply with legal requirements for the protection of this information, the parties agree as follows:

## 1. DEFINITION OF TERMS

- 1.1 **Catch-all definition.** The following terms (and any other capitalized terms not specified here), if used in this Agreement, shall have the same meaning as those terms in the HIPAA Rules: Accounting of Disclosures, Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- 1.2 **Agreement** means this Business Associate Agreement.
- 1.3 **Contractual Arrangements** shall refer to all other contracts, memoranda of understanding or agreement, or any similar instruments or oral arrangements establishing the exchange of goods or services between HOSPITAL and CONTRACTOR.
- 1.4 **De-identified** shall have the meaning set forth in 45 C.F.R. § 164.514(b). This definition, and the related section of the HIPAA Rules, specifies that all 18 of the PHI identifiers shall be removed. De-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement so long as the information remains separated from any information by which the Record Subject may be identified.
- 1.5 **HOSPITAL** shall mean the Party so named above, and shall include any members of its workforce, officers, agents, representatives and contractors.
- 1.6 **CONTRACTOR** shall mean the Party so named above, and any members of its workforce, officers, agents, subcontractors, representatives and affiliated contractors.
- 1.7 **Record Subject** shall mean the Individual who may be identified by, and who is the subject of, any record or records containing PHI.

## 2. RIGHTS OF CONTRACTOR

- 2.1 **Data Ownership:** CONTRACTOR acknowledges that he or she has no ownership interest in PHI received from HOSPITAL or created on HOSPITAL's



behalf. CONTRACTOR will take no actions and make no representations that contradict this acknowledgment.

- 2.2 **Services:** Except as otherwise specified in this Agreement or by law, CONTRACTOR may make any and all Uses or Disclosures of PHI necessary to perform its obligations to HOSPITAL under existing or future Contractual Arrangements. All other Uses or Disclosures are prohibited. CONTRACTOR may Use or Disclose PHI for the purposes made necessary under its Contractual Arrangements with HOSPITAL only (i) to members of its workforce, contractors, and agents, in accordance with this Agreement; or (ii) as directed by the HOSPITAL.

**3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR**

With regard to his or her Use and/or Disclosure of PHI, CONTRACTOR agrees to:

- 3.1 Use or Disclose the Minimum Necessary PHI that it receives from or creates for HOSPITAL only as permitted or required by this Agreement or as otherwise Required by Law. [164.502(a)(4)(i) and (ii); 164.504(e)(2)(i); 164.504(e)(2)(ii)(A)] This includes, but is not limited to, CONTRACTOR being able to:
- a. Disclose PHI when required by the Secretary to investigate or determine the CONTRACTOR's compliance with the HIPAA Rules.
  - b. Disclose PHI to the HOSPITAL, Individual, or Individual's designee, as necessary to satisfy a HOSPITAL's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an Individual's request for an electronic copy of PHI.
  - c. Use the PHI in its possession for its own normal management and administration, and to fulfill any present or future legal responsibilities of CONTRACTOR, provided that such Uses are permitted under California and federal confidentiality laws.
  - d. Disclose the PHI in its possession to third parties for the purpose of its own normal management and administration, or to fulfill any present or future legal responsibilities of CONTRACTOR, provided that:
    - i. the Disclosures are Required by Law; or
    - ii. CONTRACTOR has received from the third party reasonable assurances that that entity will treat PHI as CONTRACTOR would under this Agreement including, where applicable, via written contract as required in 45 C.F.R. § 164.504(e)(5).
  - e. provide Data Aggregation services relating to the Health Care Operations of HOSPITAL. Under no circumstances may



- CONTRACTOR Disclose PHI of HOSPITAL to another Covered Entity absent the explicit authorization of HOSPITAL.
- f. request PHI in the form of a Limited Data Set, to be used for limited research, public health or health care operations purposes.
  - g. De-identify PHI obtained by CONTRACTOR under this Agreement and use such De-identified data, provided that such use is in accordance with the De-identification requirements of the HIPAA Rules.
- 3.2 report to HOSPITAL's designated Privacy Officer any Use or Disclosure of PHI that is not permitted or required by this Agreement, and in addition, report to HOSPITAL's designated Privacy Officer any Security Incident, or any Breach (as defined in the HITECH Act or applicable state law, including without limitation section 1280.15 of the California Health & Safety Code), **within 1 day** of CONTRACTOR's discovery of such Breach, Security Incident, and/or unauthorized Use or Disclosure, with pertinent detail as this information is collected and to include the Risk Assessment performed by CONTRACTOR (and any necessary supporting information) in accordance with the HIPAA Rules included or following as soon thereafter as may be possible and mutually agreed by the Parties. [164.314(a)(2)(i)(C); 164.504(e)(2)(ii)(C); 164.410(b); 164.410(c)]
- 3.3 establish and act upon policies and procedures for protecting the privacy and security of PHI, including, but not limited to, contingency planning/backup and periodic security training, as required by the HIPAA Rules, and to the extent the CONTRACTOR is to carry out HOSPITAL's obligations the CONTRACTOR will comply with the requirements of 45 C.F.R., Part 164, Subpart C and Subpart E. [164.314(a)(2)(i)(A); 164.504(e)(2)(ii)(B); 164.504(e)(2)(ii)(H)]
- 3.4 implement administrative, physical, and technical safeguards that meet or exceed industry-standards and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of HOSPITAL, as required by the HIPAA Rules, covering at a minimum those elements of the HIPAA Rules made directly applicable to CONTRACTOR or any of CONTRACTOR's contractors. [164.504(e)(2)(ii)(B)]
- 3.5 ensure, through written contract or similar vehicle, that any subcontractor that creates, receives, maintains or transmits PHI on behalf of CONTRACTOR or HOSPITAL, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. [164.314(a)(2)(i)(B); 164.504(e)(2)(ii)(D)]
- 3.6 make available its internal practices, books and records relating to any Use or Disclosure of PHI to the Department of Health and Human Services for purposes of determining HOSPITAL's and/or CONTRACTOR's compliance with the HIPAA Rules. [164.504(e)(2)(ii)(I)]



- 3.7 provide HOSPITAL any information requested by HOSPITAL, in writing, that is needed to permit HOSPITAL to respond under the HIPAA Rules to a request by a Record Subject for an Accounting of the Disclosures of PHI of the individual, **within 10 business days** of the request; the response shall be in electronic format if so required by the HITECH Act and requested by HOSPITAL, and shall cover the lesser of the timeframe specifically requested or the maximum timeframe that over which such information must be retained by HOSPITAL and/or CONTRACTOR under the applicable portion of the HIPAA Rules, in accordance with 45 C.F.R. § 164.528. [164.504(e)(2)(ii)(G)]
- 3.8 return to HOSPITAL or destroy, **within 20 business days** of the termination of this Agreement, all PHI in CONTRACTOR's possession and retain no copies, transcripts or backups thereof. In the event that it is infeasible to return or destroy some PHI, CONTRACTOR agrees to inform HOSPITAL in writing **within 10 business days**, and to limit further Use or Disclosure of the PHI to those purposes that make return or destruction infeasible, and to maintain the protections specified in this Agreement for any retained information, for as long as the information is retained by CONTRACTOR. [164.504(e)(2)(ii)(J)]
- 3.9 Use internally and/or Disclose to CONTRACTOR's contractors, agents or other third parties, and request from HOSPITAL, only the Minimum Necessary PHI to perform or fulfill a specific function permitted or Required by Law or CONTRACTOR's Contractual Arrangements with HOSPITAL, utilizing Limited Data Sets wherever feasible and practicable, as further specified in Section 3.13 of this Agreement and as required by the HIPAA Rules. [164.502(b); 164.514(d)]
- 3.10 defer to HOSPITAL with respect to any notifications that may be necessary, as specified in Sections 4.3 and 4.4 of this Agreement, in the event of a Breach.
- 3.11 allow HOSPITAL, within ten (10) business days of a written request to CONTRACTOR by HOSPITAL, to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures of CONTRACTOR relating to the Use or Disclosure of PHI pursuant to this Agreement and the HIPAA Rule.
- 3.12 **With Respect to the Handling of Designated Record Sets**, CONTRACTOR further agrees to:
  - a. provide access to the PHI for HOSPITAL or the Record Subject to whom such PHI relates (or his or her authorized representative), at the request of, and within the timeframe designated by the HIPAA Rules and HOSPITAL, in order to meet a request by such Individual under the HIPAA Rules, in accordance with 45 C.F.R. § 164.524. [164.504(e)(2)(ii)(E)]



- b. make any amendment(s) to the PHI required by the HIPAA Rules that HOSPITAL directs, at the request of and within the timeframe designated by the HIPAA Rules and HOSPITAL, in accordance with 45 C.F.R. § 164.526. [164.504(e)(2)(ii)(F)]

**3.13 With Respect to the Use or Disclosure of Limited Data Sets, CONTRACTOR further agrees to:**

- a. limit the use of the Limited Data Set to the specific research, public health, or health care operations purposes for which the data was requested;
- b. make no attempt to reconstruct the identity of the Record Subject from the Limited Data Set;
- c. establish in advance what entities other than CONTRACTOR may be asked by CONTRACTOR to Use or Disclose the Limited Data Set, obtain agreements from such entities to abide by the specific restrictions applicable to CONTRACTOR with respect to Limited Data Sets (as set forth in this section 3.13), and certify compliance with this section to HOSPITAL in writing.

**4. OBLIGATIONS OF HOSPITAL**

- 4.1 HOSPITAL shall not request CONTRACTOR to Use or Disclose PHI in any manner that would violate this Agreement or the HIPAA Rules.
- 4.2 With regard to the Use or Disclosure of PHI by CONTRACTOR, HOSPITAL agrees to notify CONTRACTOR, in writing and in a timely manner, of any arrangements or limitations permitted or required of the HOSPITAL under the HIPAA Rules that will significantly impact the Use or Disclosure of PHI by CONTRACTOR under their Contractual Arrangements, including, but not limited to, restrictions on Use or Disclosure of PHI agreed to by the HOSPITAL pursuant to a Record Subject's approved request for additional privacy restrictions.
- 4.3 Notification to Individual. It is the sole responsibility of the HOSPITAL to notify Individuals of any Breach of PHI. At no time, is CONTRACTOR to contact or speak directly with any of HOSPITAL's Individuals who are the subject of any Breach of PHI. Any such inquiries should be directed to the HOSPITAL's Privacy Officer. CONTRACTOR shall cooperate with HOSPITAL as necessary to provide such notification and any details pertaining to any Breach of PHI.
- 4.4 Notification to Media. For a Breach of PHI involving more than 500 Individuals, it is solely the responsibility of HOSPITAL to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. § 164.406, and applicable state law. At no time is CONTRACTOR to contact or speak directly with the media without the prior





authorization of HOSPITAL. CONTRACTOR shall cooperate with HOSPITAL as necessary to gather information or provide such notification to the media.

**5. WARRANTIES AND REPRESENTATIONS**

Each Party represents and warrants to the other Party that all of its workforce members, officers, agents, representatives and contractors whose services may be used to fulfill obligations under this Agreement or other Contractual Arrangements are or shall be appropriately informed of their responsibilities and duties with respect to PHI and the HIPAA Rules, are qualified to render those services competently and in compliance with the HIPAA Rules, and are under legal obligation to each Party, respectively, to observe and comply with all applicable medical privacy and confidentiality requirements, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement and all other standards set by applicable federal and California law.

**6. TERM AND TERMINATION**

**6.1 Term.** This Agreement shall become effective when signed by authorized representatives of both Parties and shall continue in effect, unless specifically terminated as provided in this Section. In addition, certain provisions and requirements of this Agreement may survive its expiration or other termination.

**6.2 Termination by HOSPITAL.** If HOSPITAL determines that CONTRACTOR has breached a material term of this Agreement, HOSPITAL shall provide CONTRACTOR with written notice of the existence of a breach and afford CONTRACTOR an opportunity to cure said breach upon mutually agreeable terms. CONTRACTOR must provide an acceptable and effective plan to cure said breach to the satisfaction of HOSPITAL within 10 days of receiving notice. Failure to cure will be grounds for the immediate termination of this Addendum. [164.504(e)(2)(iii)]

**6.3 Termination by CONTRACTOR.** If CONTRACTOR determines that HOSPITAL has breached a material term of this Agreement, or that a material condition of performance under this Agreement has so changed that CONTRACTOR finds it impossible to comply with the new condition, CONTRACTOR may provide 60 days' notice of its intention to terminate this Agreement and any related Contractual Arrangements.

**6.4 Effect of Termination.** In the event of termination pursuant to this Section, CONTRACTOR agrees to return or destroy all PHI received from or created, transmitted, or maintained for HOSPITAL as specified in Section 3.8. Further, the obligation to indemnify the other party set forth in Section 7.1 shall survive the termination of this Agreement for any reason.

In the event that CONTRACTOR determines that returning or destroying a subset of the PHI is infeasible, CONTRACTOR shall provide to HOSPITAL notification of the conditions that make return or destruction infeasible. CONTRACTOR



shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such PHI.

**7. INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** The Parties agree to indemnify and hold harmless each other and each other's respective employees, agents and affiliated entities against any claim, damage or liability, including reasonable defense costs, that may result from any third party claim if and to the extent proximately caused by any breach of this Agreement by the other, as determined by a court, administrative body of competent jurisdiction, formal alternative dispute resolution process or good faith negotiated settlement, and provided that the party seeking indemnification furnishes to the other prompt written notice and requisite authority, information and assistance to defend, save that the Indemnifying Party may not make any admission of fault or liability on behalf of the other without the other Party's prior written permission.

**7.2 Insurance.** CONTRACTOR, at its sole cost and expense, shall insure its activities in connection with this Agreement. Specifically, CONTRACTOR shall obtain, keep in force, and maintain insurance or equivalent programs of self-insurance with appropriate limits that shall cover losses that may arise from breach of this Agreement, breach of CONTRACTOR's security, or other unauthorized Use or Disclosure of PHI by CONTRACTOR. At HOSPITAL's request, CONTRACTOR shall provide copies of Certificates of Insurance, or other similar documentation satisfactory to HOSPITAL, prior to the effective date of this Agreement, and in such cases shall continue to update HOSPITAL with regard to changes in CONTRACTOR's chosen insurance carriers or coverage limits. It should be expressly understood, however, that the limits and coverage expressed therein shall in no way limit the liability of CONTRACTOR.

**8. MISCELLANEOUS**

**8.1 Amendments.** The Parties acknowledge that technology, best industry practices, and state and federal law regarding the privacy of PHI are rapidly evolving, and that amendment of this Agreement may be required to reflect such developments. Upon HOSPITAL's request, CONTRACTOR agrees to promptly enter into the negotiations with HOSPITAL concerning the terms of any necessary changes to this Agreement consistent with these developments, in order to maintain optimal privacy and confidentiality for the PHI that CONTRACTOR receives from or creates for HOSPITAL. This Agreement may not be modified, nor any provision hereof waived or amended, except in a writing duly signed by authorized representatives of the Parties.



- 8.2 **Assignments/Subcontracting.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, affiliated entities, successors and assigns. CONTRACTOR may not assign the rights or obligations under this Agreement without the express written consent of HOSPITAL.
- 8.3 **Assistance in Litigation/Administrative Proceedings.** Upon written request of either Party, and upon making arrangement to pay reasonable expenses incurred, the Parties agree to provide good-faith assistance, in the form of records, witness testimony, and other evidence as the requesting Party may reasonably deem necessary in order to defend against a third party judicial or administrative action or investigation, provided that such assistance would not unfairly prejudice the ability of that Party to defend itself in any pending or expected legal or administrative proceeding or investigation. This clause shall not have effect in cases of adversarial proceedings between the Parties, and under such circumstances the normal rules of discovery shall instead apply.
- 8.4 **Attorneys' Fees.** If any legal action, suit or proceeding, including mediation, arbitration or other non-judicial proceeding, is commenced between CONTRACTOR and HOSPITAL regarding their respective rights and obligations under this Agreement, the prevailing Party shall be entitled to recover, in addition to damages or other relief, all costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing Party" shall mean the Party that obtains the principal relief that it has sought by judgment. If the Party that commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other Party, such other party shall be deemed the prevailing Party.
- 8.5 **Dispute Resolution.** The Parties agree to attempt, in good faith, to resolve any breach or alleged breach that does not result in summary termination under Section 6.2 of this Agreement. Should such attempts fail to produce a mutually agreeable result within a reasonable period of time, the Parties agree to seek mediation before a mediator approved by, and in a process conducted under the applicable rules of, the American Arbitration Association before filing a lawsuit over the unresolved matters. Notwithstanding the foregoing, the Parties waive all rights to, and agree not to assert any right to, any trial by jury on any issues or disputes arising under or related to this Agreement.
- 8.6 **General Interpretation.** The Parties have negotiated the terms of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the



Agreement. In addition, any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

- 8.7 **Governing Law.** This Agreement shall be governed by the laws of the State of California. All disputes arising hereunder shall be adjudicated before the courts of the County of San Diego, California. The Parties hereby waive all objections to the exercise of personal jurisdiction or venue of said courts.
- 8.8 **Merger.** This Agreement and the respective Contractual Arrangements comprise the entire agreement between the Parties, with respect to the privacy of PHI and the ordering and termination of relationships that impact such concerns, and supersedes all prior discussions, negotiations, and arrangements.
- 8.9 **Notice.** Any notice to be given under this Agreement shall be in writing and delivered personally or sent by certified or registered mail or overnight delivery

(for HOSPITAL):      Tri-City Medical Center  
                                  4002 Vista Way  
                                  Oceanside, CA 92056  
                                  Attn: Chief Executive Officer

(for CONTRACTOR): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 8.10 **Remedies.** The right to any redress, cure, indemnification, termination, or any other right conferred under this Agreement is not intended to be exclusive and exists in addition to any other rights or remedies available to either Party at law or in equity.
- 8.11 **Severance.** The invalidity or unenforceability of any part of this Agreement shall not affect the remaining provisions, and the Agreement shall be construed as if the invalid provisions were omitted.
- 8.12 **Survival.** The respective rights and obligations of the Parties under the provisions of this Agreement, solely with respect to PHI that CONTRACTOR retains in accordance with Sections 3.10, shall survive termination of this Agreement indefinitely. All of Section 3 shall survive termination of this Agreement with respect to retained PHI that comprises some or all of a Designated Record Set.
- 8.13 **Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective affiliated entities, successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 8.14 **Waiver.** All rights and obligations created under this Agreement shall survive any attempt, other than through a valid Amendment as per Section 8.1, to remove or modify them. No action or failure to act by either Party, other than the execution of a valid written Amendment, may waive any right or obligation to subsequently act,



refrain from acting, or command the action or inaction of the other Party, as applicable, as provided within this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective when signed by authorized representatives of both Parties.

**For HOSPITAL**

**For CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Steve Dietlin

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



ADMINISTRATIVE POLICY MANUAL  
COMPLIANCE

ISSUE DATE: 05/12

SUBJECT: ~~Hiring and Employment; Duty to Report Suspected Misconduct/Potential Compliance Irregularity~~

REVISION DATE(S): 12/12

POLICY NUMBER: 8750-544

Administrative Compliance Content Expert Department Approval Date(s):	10/15/11/18
Administrative Policies and Procedures Approval Date(s):	10/15/12/18
Organizational Compliance Committee Approval:	n/a
Medical Executive Committee Approval:	n/a
Audit, Compliance and Ethics Committee Approval Date(s):	11/15
Board of Directors Approval Date(s):	12/15

A. PURPOSE:

- To provide a statement of the Tri-City Healthcare District's (TCHD) policy regarding the duty to report suspected misconduct or potential compliance irregularities.

B. DEFINITIONS:

- Workforce Members: Employees, volunteers, trainees, and other persons whose conduct, in the performance of work for TCHD, is under the direct control of TCHD whether or not they are paid by TCHD.

C. POLICY:

~~B. DUTY TO REPORT:~~

- ~~Each District employee is~~ **Workforce Members are required, as a condition of employment, to report suspected misconduct, including, but not limited to, any practice that the employee Workforce Member believes violates or may violate the District's TCHD Compliance Program or applicable laws, regulations, or other governmental rules. For Workforce Members who are employees, reporting of suspected misconduct is a condition of employment.**
- ~~The procedures for reporting suspected misconduct or potential compliance irregularities are set forth in Administrative Policy 8750-556, Communicating and Reporting Compliance Concerns; Reporting of Suspected Misconduct/Potential Irregularities and Administrative Policy 8750-557, Communicating and Reporting Compliance Concerns; Confidential Reporting Line (Values Line). Note that suspected misconduct may be reported (free of charge) any day, any time, through the District's Confidential Reporting Line (Values Line) at 1-800-273-8452, or online at www.tricitymed.alertline.com. Note further that the District is committed to ensuring that there will be no retaliation or retribution against any employee for performing his or her duty to report pursuant to 8750-544 in good faith.~~
- ~~The procedures for responding to such reports are set forth in 8750-558 through 8750-561.~~
- ~~The procedures for determining the appropriate corrective action and/or discipline for employees who violate applicable laws, regulations, other governmental rules, or the District's Compliance Program or supervisors who fail to detect or report such violations, are set forth in 8750-562.~~

C.D. DOCUMENTATION PROCEDURES:

- The procedures for reporting suspected misconduct or potential compliance irregularities are set forth in the following policies:

- a. **Administrative Compliance Policy: Communicating and Reporting Compliance Concerns; Reporting of Suspected Misconduct/Potential Irregularities 8750-556, and**
- b. **Administrative Compliance Policy: Communicating and Reporting Compliance Concerns; Confidential Reporting Line (Values Line) 8750-557,**
2. **The procedures for responding to such reports are set forth in the following policies:**
  - a. **Administrative Compliance Policies: Responding to Compliance Issues - Introduction; Suspected Misconduct; Confidentiality 8750-5598 through**
  - b. **Administrative Compliance Policy: Non-Retaliation for Reporting Compliance Issues or Suspected Misconduct 8750-560**
  - c. **Administrative Compliance Policy: Responding to Reports of Suspected Non-Compliance and Misconduct 8750-561.**
3. **The procedures for determining the appropriate corrective action and/or discipline for employees who violate applicable laws, regulations, other governmental rules, or the District's TCHD Compliance Program or supervisors who fail to detect or report such violations, are set forth in the following policy:**
  - a. **Administrative Compliance Policy: Responding to Compliance Issues; Remedial Action 8750-562**
4. **The documentation requirements for misconduct reports are set forth in the following policy:**
  - 4.a. **Administrative Compliance Policy: Communicating and Reporting Compliance Concerns; Reporting of Suspected Misconduct/Potential Irregularities 8750-556.**
5. **Note that suspected misconduct may be reported (free of charge) any day, any time, through the District's TCHD Confidential Reporting Line (Values Line) at 1-844-521-7862, or online at <https://TCHD.ethicspoint.com> Note further that the District TCHD is committed to ensuring that there will be no retaliation or retribution against any employee for performing his or her duty to report pursuant to 8750-544 in good faith.**

**B. REFERENCES RELATED DOCUMENT(S):**

1. **Administrative Compliance Policy: Communicating and Reporting Compliance Concerns; Reporting of Suspected Misconduct/Potential Irregularities 8750-556,**
2. **Administrative Compliance Policy: Communicating and Reporting Compliance Concerns; Confidential Reporting Line (Values Line) 8750-557**
3. ~~Administrative Policy 8750-558, Responding to Compliance Issues; Introduction; General Policies~~
- 4.3. **Administrative Compliance Policy: Responding to Compliance Issues; Introduction; Reports of Suspected Misconduct; Confidentiality 8750-559**
- 5.4. **Administrative Compliance Policy: Responding to Compliance Issues; Reports of Suspected Misconduct; Non-Retaliation Non-Retaliation for Reporting Compliance Issues or Suspected Misconduct 8750-560,**
- 6.5. **Administrative Compliance Policy: Responding to Compliance Issues; Reports of Suspected Non-Compliance and Misconduct; Investigation 8750-561**
- 7.6. **Administrative Compliance Policy: Responding to Compliance Issues; Remedial Action 8750-562,**

**ADMINISTRATIVE POLICY  
COMPLIANCE**

**DELETE:** Information is included in Administrative Compliance Policy: Monitoring Compliance - Auditing & Reporting – Annual Compliance Workplan 8750-552

**ISSUE DATE:** 05/12

**SUBJECT:** Monitoring Compliance/Auditing and Reporting; Introduction; General Policies

**REVISION DATE(S):**

**POLICY NUMBER:** 8750-551

Administrative Compliance Content Expert Approval:	44/4511/18
Administrative Policies & Procedures Committee Approval:	44/4501/19
Organizational Compliance Committee Approval:	n/a
Medical Executive Committee Approval:	n/a
Audit, Compliance & Ethics Committee Approval:	01/16
Board of Directors Approval:	01/16

**A. PURPOSE:**

- ~~1. To establish Tri-City Healthcare District's (TCHD's) commitment to actively monitor and audit its practices to ensure compliance with applicable laws and regulations, TCHD's Code of Conduct and its Policies and Procedures.~~

**POLICY:**

**B. INTRODUCTION:**

- ~~1. TCHD recognizes that ongoing monitoring and auditing are critical components of a successful Compliance Program, enabling the organization to ensure that its practices are consistent with its stated Policies and Procedures. As such, TCHD has developed a multi-faceted approach to ensuring ongoing compliance, which includes day-to-day monitoring, and conducting regular compliance reviews, periodic audits (prospective and retrospective), and exit interviews of departing employees and contractors. TCHD's Policies regarding monitoring and auditing are set forth in Administrative Policy 8750-552 Monitoring Compliance Auditing & Reporting Annual Compliance Workplan; Administrative Policy 8750-553 Monitoring Compliance Auditing and Reporting Compliance Reviews and Audits and Administrative Policy 8750-554 Monitoring Compliance Auditing and Reporting Exit Interviews.~~

**PROCESS PROCEDURE:**

**C. QUESTIONS RELATING TO MONITORING COMPLIANCE:**

- ~~1. Any questions about Administrative Policies 8750-552 and through 8750-554 shall be directed to the Chief Compliance Officer.~~

**D. AUDIT AND DOCUMENTATION:**

- ~~1. TCHD shall audit and document compliance with Administrative Policies 8750-552 through and 8750-554. Relevant documentation shall be maintained in TCHD's compliance files, consistent with TCHD's document retention policies.~~

**E. REFERENCES:**

- ~~Compliance Program Guidance for Hospitals, published by U.S. Department of Health and Human Services, Office of Inspector General, February 1998.~~
- ~~Office of Inspector General Supplemental Compliance Program Guidance for Hospitals, January 2005.~~

**RELATED DOCUMENTS:**

- ~~2. Administrative Policy 8750-552 Monitoring Compliance Auditing & Reporting Annual~~



~~Compliance Workplan~~

~~3. Administrative Policy 8750-553—Monitoring Compliance Auditing & Reporting—Compliance-  
Reviews and Audits~~

~~4. Administrative Policy 8750-554—Monitoring Compliance Auditing & Reporting—Exit Interviews~~

**ADMINISTRATIVE POLICY  
COMPLIANCE**

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**ISSUE DATE:** 12/02 **SUBJECT:** Notice of Privacy Practices

**REVISION DATE(S):** 09/05, 01/09 **POLICY NUMBER:** 8610-518

**Administrative Compliance Content Expert Approval:** 08/18  
**Administrative Policies & Procedures Committee Approval:** 05/4508/4812/18  
**Organizational Compliance Committee Approval:** n/a  
**Medical Executive Committee Approval:** n/a  
**Audit, and Compliance & Ethics Committee Approval:** 06/15  
**Board of Directors Approval:** 06/15

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**A. PURPOSE:**

1. To establish policy for documenting the acknowledgment of the patient's receipt of the Notice of Privacy Practices in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) which gives patients the right to know the Uses and Disclosure of their protected health information.

**B. DEFINITIONS:**

1. Disclosure: the release, transfer, provision of, access to or divulging of PHI outside Tri-City Healthcare District (TCHD).
2. Notice of Privacy Practices (NPP): TCHD's written notice to individuals of Uses and Disclosures of PHI as required by 45 Code of Federal Regulations (CFR) Section 164.520.
3. Protected Health Information (PHI): individually identifiable health information transmitted or maintained in paper or electronic form that is created or received by TCHD AND
  - a. Relates to the past, present, or future physical or mental health or condition of an individual; OR
  - b. Relates to the provision of health care to an individual; OR
  - c. Relates to the past, present, or future payment, AND
  - d. Identifies the individual OR with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
4. Use: the sharing, application, utilization, examination or analysis of PHI within TCHD Workforce: means employees, volunteers, trainees and other persons whose conduct in the performance of work for TCHD is under the control of TCHD whether or not they are paid by TCHD.

**C. POLICY:**

1. In accordance with HIPAA, all patients have a right to adequate notice of the Uses and Disclosures of PHI that may be made by TCHD.
2. TCHD communicates Uses and Disclosures of PHI that may be made by TCHD in its Notice of Privacy Practices.
3. TCHD must make the Notice of Privacy Practices available to patients as described in this Policy.
4. As provided under HIPAA, TCHD is required to abide by the terms of the Notice that is currently in effect.

**D. PROCEDURE:**

1. TCHD must make the NPP available as follows:

- a. TCHD must make the NPP available on request to any patient.
  - b. Where TCHD has a direct treatment relationship with an individual, it must also provide the NPP no later than the date of the first service delivery except for emergency treatment situations where the NPP can be provided as soon as practicable after the emergency treatment situation.
2. The NPP will also be posted on the TCHD Website and will be made available at all registration sites, ~~and the Medical Records/HIM Health Information Management office in Administration, and with the Patient Representative.~~ Registration or other points of entry to the Medical Center TCHD listed below will be the primary sites where this process takes place. Since a patient's condition or location may preclude documenting the acknowledgement at the time of registration or entry into the Medical Center TCHD, all Medical Center TCHD staff share the responsibility of ensuring acknowledgement of the Notice.
- a. Homecare
  - b. Outpatient Rehabilitation
  - c. Outpatient Behavioral Health
  - d. Obstetrics
3. NPP Exception: Lab specimens are an exception to this Policy. No Notice of Privacy Practices will be offered because specimens are covered under the Indirect Treatment Relationship provision.
- a-4. Amendment of NPP: If the NPP is revised, TCHD shall make the revised NPP available on request on or after the effective date of the revision ~~in accordance with D.1 through D.3 above.~~
- 4-5. TCHD must document the patient's acknowledgment of receipt or good faith efforts to obtain the acknowledgement.
- a. The Condition of Admissions document includes a section reflecting patient's acknowledgement that a NPP has been offered and online access is available via TCHD website is communicated. Patients will be asked to initial the Conditions of Admission acknowledgement referencing the most current version of the NPP, even if they have signed an acknowledgement of a previous version.
  - b. If the patient receives the NPP and the acknowledgement section of the Conditions of Admissions is not initialed, TCHD personnel must document good faith efforts to obtain it and the reason for lack of signature.
  - c. The Notice of Privacy Practice acknowledgment need only be documented once, unless there is a significant content change in the Notice. Each new version of the Notice requires the patient to initial a new acknowledgement.
- 5-6. TCHD has the right to change the NPP at any time including for the purpose of amending it to conform to changes in the law. The effective date of the NPP is located on the first page of the NPP.
- 6-7. Retention of NPP:
- a. The completed Conditions of Admission acknowledgement will be kept in the patient's medical record for the encounter for which it was signed.
  - b. TCHD will retain the required documentation related to the NPP for at least 6 years from the date of creation or the date when it was last in effect whichever is later.
- 7-8. Training on NPP: All employees of the Medical Center TCHD will be trained on and knowledgeable of the contents of the Notice because it documents how TCHD will handle Uses and Disclosures of its patients' protected health information.

E. **ATTACHMENTS RELATED DOCUMENT(S):**

1. Notice of Privacy Practices

F. **REFERENCE(S):**

1. 45 Code of Federal regulations (CFR) section 164.520

## NOTICE OF PRIVACY PRACTICES

Tri-City Healthcare District

4002 Vista Way

Oceanside, CA 92056

[Effective Date 03/01/2018]

**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.**

If you have any questions about this Notice, please contact our Privacy Officer at (760) 940-5381

### OUR PLEDGE TO PROTECT YOUR PRIVACY

Tri-City Healthcare District is committed to protecting the privacy of health information we create or receive about you. Health information that identifies you ("protected health information", or "health information") includes your medical record and other information relating to your care or payment for care.

Tri-City Healthcare District (the "District" for purposes of this Notice) includes the following entities: Tri-City Medical Center and outpatient clinics, Tri-City Wellness Center outpatient clinics, Tri-City Primary Care, Orthopedic Specialists of North County and the Clancy Medical Group.

### WHO WILL FOLLOW THIS NOTICE

This Notice describes the District's practices and that of:

- Any health care professional authorized to update or create health information about you..
- All departments and units of the District, including affiliated physician clinics.
- Any member of a volunteer group we allow to help you while you are in one of the District's facilities.
- All employees, staff and other District personnel.
- All affiliated entities, sites, and locations.

All these entities, sites and locations follow the terms of this Notice. In addition, these entities, sites and locations may share medical information with each other for treatment, payment or health care operations purposes described in this Notice.

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of care and services you receive at the District. We need this record to provide you with quality care and to comply with certain legal requirements. This Notice applies to all of the records of your care generated by the District, whether made by District personnel or your personal doctor. Your personal doctor may have different policies or Notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic.

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 medical information.

We are required by law to:

- Make sure that medical information that identifies you is kept private (with certain exceptions);
- Give you this Notice of our legal duties and privacy practices with respect to medical information about you; and
- Follow the terms of the Notice that is currently in effect

## **HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU**

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

### **DISCLOSURE AT YOUR REQUEST**

We may disclose information when requested by you. This disclosure at your request may require a written authorization by you.

### **FOR TREATMENT**

We may use medical information about you to provide you with medical treatment or services. We may disclose medical information about you to doctors, nurses, technicians, health care students, or other District personnel who are involved in taking care of you.

For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. In addition, the doctor may tell the dietician if you have diabetes so that we can arrange for appropriate meals.

Different departments within the District's facilities also may share medical information about you in order to coordinate the different things you need, such as prescriptions, lab work and X-rays. We also may disclose medical information about you to people outside the District who may be involved in your medical care after you leave the District's facilities, such as skilled nursing facilities, home health agencies, and physicians or other practitioners.

For example, we may give your physician access to your health information to assist your physician in treating you.

### **FOR PAYMENT**

We may use and disclose medical information about you so that the treatment and services you receive at the District may be billed to and payment may be collected from you, an insurance company or a third party.

For example, we may need to give information about surgery you receive at the District to your health plan so it will pay us or reimburse you for the surgery.

We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment. We may also provide basic information about you and your health plan, insurance company or other source of payment to practitioners outside the District who are involved in your care, to assist them in obtaining payment for services they provide to you. However, we cannot disclose information to your health plan for payment purposes if you ask us not to, and you pay for the services yourself.

### **FOR HEALTHCARE OPERATIONS**

We may use and disclose medical information about you for health care operations. These use and disclosures are necessary to run the District and make sure that all our patients receive quality care.

For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you.

We may also combine medical information about many hospital patients to decide what additional services the District should offer, what services are not needed, and whether certain new treatments are effective. We may also

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disclose information to doctors, nurses, technicians, medical students, and other District personnel for review and learning purposes. We may also combine the medical information we have with medical information from other hospitals to compare how we are doing and see where we can make improvements in the care and services we offer. We may remove information that identifies you from this set of medical information so others may use it to study health care and health care delivery without learning who the specific patients are.

### **FUNDRAISING ACTIVITIES**

We may use information about you or disclose such information to a foundation related to the District, to contact you in an effort to raise money for the hospital and its operations. You have the right to opt out of receiving fundraising communications. If you receive a fundraising communication, it will tell you how to opt out.

### **HEALTH INFORMATION EXCHANGE**

We participate in both the Commonwell and San Diego Health Connect information exchanges with other healthcare providers. This Notice is to inform our patients that our clinical team exchanges information for patient care and you can OPT OUT of the sharing of your information by communicating your choice during the Registration process or by sending a message to our Privacy Officer via our website ([tricitymed.org](http://tricitymed.org)) or submitting a written request to our Privacy Officer (4002 Vista Way, Oceanside, CA 92056).

### **HOSPITAL DIRECTORY**

We may include certain limited information about you in the Tri-City Medical Center directory while you are a patient at the hospital. This information may include your name, location in the hospital, your general condition (e.g. good, fair, etc.) and your religious affiliation. Unless there is a specific written request from you to the contrary, this directory information, except for your religious affiliation, may also be released to people who ask for you by name. Your religious affiliation may be given to a member of the clergy, such as a priest or rabbi, even if they don't ask for you by name. This information is released so your family, friends and clergy can visit you in the hospital and generally know how you are doing.

### **MARKETING AND SALE**

Most uses and disclosures of medical information for marketing purposes, and disclosures that constitute a sale of medical information, require your authorization.

### **TO INDIVIDUALS INVOLVED IN YOUR CASE OR PAYMENT FOR YOUR CASE**

We may release medical information about you to a friend or family member who is involved in your medical care. We may also give information to someone who helps pay for your care. Unless there is a specific written request from you to the contrary, we may also tell your family or friends your condition and that you are in the hospital.

In addition, we may disclose medical information about you to an organization assisting in a disaster relief effort so that your family can be notified about your condition, status and location. If you arrive at the emergency department either unconscious or otherwise unable to communicate, we are required to attempt to contact someone we believe can make healthcare decisions for you (e.g. a family member or agent under a health care power of attorney).

### **FOR RESEARCH**

Under certain circumstances, we may use and disclose medical information about you for research purposes.

For example, a research project may involve comparing the health and recovery of all patients who received one medication to those who received another, for the same condition. All research projects, however, are subject to a

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special approval process. This process evaluates a proposed research project and its use of medical information, trying to balance the research needs with patients' need for privacy of their medical information.

Before we use or disclose medical information for research, the project will have been approved through this research approval process, but we may, however, disclose medical information about you to people preparing to conduct a research project, for example, to help them look for patients with specific medical needs, as long as the medical information they review does not leave the District.

### **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 the threat.

### **ORGAN AND TISSUE DONATION**

We may release medical information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

### **MILITARY AND VETERANS**

If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

If you are a member of the Armed Forces, we may disclose medical information about you to the Department of Veterans Affairs upon your separation or discharge from military services. This disclosure is necessary for the Department of Veterans Affairs to determine if you are eligible for certain benefits.

### **WORKERS' COMPENSATION**

We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

### **PUBLIC HEALTH ACTIVITIES**

We may use and disclose medical information about you for public health activities. These activities generally include the following:

- To prevent or control disease, injury or disability;
- To report births and deaths;
- To report regarding the abuse or neglect of children, elders and dependent adults;
- To report reactions to medications or problems with products;
- To notify people of recalls of products they may be using;
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law;

- To notify emergency response employees regarding possible exposure to HIV/AIDS, to the extent necessary to comply with state and federal laws.

## **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. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil right laws.

## **LAWSUIT AND DISPUTES**

If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request (which may include written Notice to you) or to obtain an order protecting the information requested.

## **LAW ENFORCEMENT**

We may release medical information if asked to do so by law enforcement official:

- In response to court order, subpoena, warrant, summons or similar process;
- To identify or locate a suspect, fugitive, material witness, or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe may be the result of criminal conduct;
- About criminal conduct at the hospital; and
- In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

## **CORONERS, MEDICAL EXAMINERS AND FUNERAL DIRECTORS**

We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients of the hospital to funeral directors as necessary to carry out their duties.

## **NATIONAL SECURITY AND INTELLIGENCE ACTIVITIES**

We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

## **PROTECTIVE SERVICES FOR THE PRESIDENT AND OTHERS**

We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.

## **SECURITY CLEARANCES**

We may use medical information about you to make decisions regarding your medical suitability for a security clearance or service abroad. We may also release your medical suitability determination to the officials in the U.S. Department of State who need access to that information for these purposes.



## **INMATES**

If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may disclose medical information about you to the correctional institution or law enforcement official. This disclosure would be necessary

- for the institution to provide you with health care;
- to protect your health and safety or the health and safety of others; or
- for the safety and security of the correctional institution.

## **MULTIDISCIPLINARY PERSONNEL TEAMS**

We may disclose health information to a multidisciplinary personnel team relevant to the prevention, identification, management or treatment of an abused child and the child's parents, or elder abuse and neglect.

## **SPECIAL CATEGORIES OF INFORMATION**

In some circumstances, your health information may be subject to restriction that may limit or preclude some uses or disclosures described in this Notice.

For example, there are special restrictions on the use or disclosure of certain categories of information — e.g. tests for HIV or treatment for mental health conditions or alcohol and drug abuse. Government health benefit programs, such as Medi-Cal, may also limit the disclosure of beneficiary information for purposes unrelated to the program.

## **SITUATIONS THAT REQUIRE US TO OBTAIN YOUR AUTHORIZATION**

For uses and disclosure not described above, we must first obtain your authorization. For example, the following uses and disclosures will only be made with your authorization:

- Uses and disclosures for marketing purposes;
- Uses and disclosures that constitute the sale of Protected Health Information;
- Most uses and disclosures of psychotherapy notes; and
- Other uses and disclosures not described in this Notice.

## **YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU**

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

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

### **RIGHT TO INSPECT AND COPY**

You have the right to inspect and obtain a copy of medical information that may be used to make decisions about your care. Usually this includes medical and billing records, but may not include some mental health information.

To inspect and obtain a copy of medical information that may be used to make decisions about you, you must submit your request in writing to our Privacy Officer. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and obtain a copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional chosen by the hospital will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

## RIGHT TO AMEND

If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the hospital.

To request an amendment, your request must be made in writing and submitted to our Privacy Officer. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for the hospital;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

Even if we deny your request for amendment, you have the right to submit a written addendum, not to exceed 250 words, with respect to any item or statement in your record you believe is incomplete or incorrect. If you clearly indicate in writing that you want the addendum to be made part of your medical record we will attach it to your records and include it whenever we make a disclosure of the item or statement you believe to be incomplete or incorrect.

## RIGHT TO AN ACCOUNTING OF DISCLOSURES

You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of medical information about you other than our own uses for treatment, payment and health care operations (as those functions are described above), and with other exceptions pursuant to the law.

To request this list or accounting of disclosures, you must submit your request in writing to our Privacy Officer. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

In addition, we will notify you as required by law following a breach of your unsecured protected health information.

## RIGHT TO REQUEST RESTRICTIONS

You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend.

For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request, except to the extent that you request us to restrict disclosure to a health plan or insurer for payment or health care operations purposes if you, or someone else on your behalf (other than the health plan or insurer), has paid for the item or service out of pocket in full. Even if you request this special restriction, we can disclose the information to a health plan or insurer for purposes of treating you.

If we agree to another special restriction, we will comply with your request unless the information is needed to provide you emergency treatment.

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To request restrictions, you must make your request in writing to our Privacy Officer. In your request, you must tell us:

- What information you want to limit
- Whether you want to limit our use, disclosure or both; and
- To whom you want the limits to apply, for example, disclosures from your spouse

## 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 our Privacy Officer. 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 a right to a paper copy of this 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 our website: [tricitymed.org](http://tricitymed.org)

To obtain a paper copy of this Notice: contact our Registration department.

We reserve the right to change this Notice. We 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. We will post a copy of the current Notice in the hospital. The Notice will contain the effective date on the first page, in the top right-hand corner. In addition, each time you register at or are admitted to the hospital for treatment or health care services as an inpatient or outpatient, we will offer you a copy of the current Notice in effect.

## COMMENTS OR COMPLAINTS

We welcome your comments about our Notice and our privacy practices. If you believe your privacy rights have been violated, you may file a complaint with:

TRI-CITY HEALTHCARE DISTRICT  
CHIEF COMPLIANCE OFFICER/PRIVACY OFFICER  
4002 VISTA WAY  
OCEANSIDE, CA 92056  
(760) 940-5381

Or with the: Secretary of the Department of Health and Human Services  
200 Independence Avenue, S.W.  
Washington, D.C. 20201  
1-877-696-6775  
[www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)

Please be assured that no one will retaliate or take action against you for filing a complaint.

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, this will stop any

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further use or disclosure of your medical information for the purposes covered by your written authorization, except if we have already acted in reliance on your permission. 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 care that we provided to you.

**CHANGES TO THIS NOTICE**

We reserve the right to change our privacy practices and update this Notice accordingly. We 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. We post copies of the current Notice in the registration areas and on our internet sites. If the Notice is changed, we will post the new Notice in our registration areas and provide it to you upon request. The Notice contains the effective date on the first page, in the top right-hand corner.

# ~~NOTICE~~NOTICE OF PRIVACY PRACTICES

## Tri-City Healthcare District

4002 Vista Way

Oceanside, CA 92056

[Effective Date 03/01/2018]

**THIS ~~NOTICE~~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.**

If you have any questions about this ~~notice~~Notice, please contact our Privacy Officer at (760) 940-5381

### OUR PLEDGE TO PROTECT YOUR PRIVACY

Tri-City Healthcare District is committed to protecting the privacy of health information we create or receive about you. Health information that identifies you (“protected health information”, or “health information”) includes your medical record and other information relating to your care or payment for care.

Tri-City Healthcare District (the “District” for purposes of this ~~Notice~~Notice) includes the following entities: Tri-City Medical Center and outpatient clinics, Tri-City Wellness Center outpatient clinics, Tri-City Primary Care, Orthopedic Specialists of North County, and the Clancy Medical Group. ~~Clinic, the Radianee Clinic, and the Venus Clinic. (I don't have a list of all affiliated physician clinics),~~

### WHO WILL FOLLOW THIS ~~NOTICE~~NOTICE

This ~~a~~~~Notice~~Notice describes ~~our hospital's~~the District's practices and that of:

Any health care professional authorized to update or create health information about you. ~~enter information into your hospital chart.~~

All departments and units of the ~~hospital~~ District, including affiliated physician clinics.

Any member of a volunteer group we allow to help you while you are in ~~the hospital~~one of the District's facilities.

All employees, staff and other ~~hospital~~District personnel.

All affiliated entities, sites, and locations.

All these entities, sites and locations follow the terms of this ~~a~~~~Notice~~Notice. In addition, these entities, sites and locations may share medical information with each other for treatment, payment or health care operations purposes described in this ~~a~~~~Notice~~Notice.

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of care and services you receive at the ~~hospital~~District. We need this record to provide you with quality care and to comply with certain legal requirements. This ~~a~~~~Notice~~Notice applies to all of the records of your care generated by the ~~hospital~~District, whether made by ~~hospital~~District personnel or your personal doctor. Your personal doctor may have different policies or ~~notice~~Notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic.

This ~~notice~~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 medical information.

We are required by law to:

- Make sure that medical information that identifies you is kept private (with certain exceptions);

- Give you this ~~notice~~Notice of our legal duties and privacy practices with respect to medical information about you; and
- Follow the terms of the ~~notice~~Notice that is currently in effect

## **HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU**

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

### **DISCLOSURE AT YOUR REQUEST**

We may disclose information when requested by you. This disclosure at your request may require a written authorization by you.

### **FOR TREATMENT**

We may use medical information about you to provide you with medical treatment or services. We may disclose medical information about you to doctors, nurses, technicians, health care students, or other ~~hospital~~District personnel who are involved in taking care of you ~~at the hospital~~.

For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. In addition, the doctor may tell the dietician if you have diabetes so that we can arrange for appropriate meals.

Different departments ~~of the hospital~~within the District's facilities also may share medical information about you in order to coordinate the different things you need, such as prescriptions, lab work and X-rays. We also may disclose medical information about you to people outside the ~~hospital~~District who may be involved in your medical care after you leave the ~~hospital~~District's facilities, such as skilled nursing facilities, home health agencies, and physicians or other practitioners.

For example, we may give your physician access to your health information to assist your physician in treating you.

### **FOR PAYMENT**

We may use and disclose medical information about you so that the treatment and services you receive at the ~~hospital~~District may be billed to and payment may be collected from you, an insurance company or a third party.

For example, we may need to give information about surgery you receive at the ~~hospital~~Tri-City Medical Center District to your health plan so it will pay us or reimburse you for the surgery.

We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment. We may also provide basic information about you and your health plan, insurance company or other source of payment to practitioners outside the ~~hospital~~District who are involved in your care, to assist them in obtaining payment for services they provide to you. However, we cannot disclose information to your health plan for payment purposes if you ask us not to, and you pay for the services yourself.

### **FOR HEALTHCARE OPERATIONS**

We may use and disclose medical information about you for health care operations. These use and disclosures are necessary to run the ~~hospital~~District and make sure that all our patients receive quality care.

For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you.

We may also combine medical information about many hospital patients to decide what additional services the ~~hospital-District~~ should offer, what services are not needed, and whether certain new treatments are effective. We may also disclose information to doctors, nurses, technicians, medical students, and other ~~District~~~~hospital~~ personnel for review and learning purposes. We may also combine the medical information we have with medical information from other hospitals to compare how we are doing and see where we can make improvements in the care and services we offer. We may remove information that identifies you from this set of medical information so others may use it to study health care and health care delivery without learning who the specific patients are.

## FUNDRAISING ACTIVITIES

We may use information about you or disclose such information to a foundation related to the ~~hospital~~~~District~~, to contact you in an effort to raise money for the hospital and its operations. You have the right to opt out of receiving fundraising communications. If you receive a fundraising communication, it will tell you how to opt out.

## HEALTH INFORMATION EXCHANGE

We participate in both the ~~Commonwealth~~-~~Commonwell~~ and San Diego Health Connect information exchanges with other healthcare providers. This ~~Notice~~~~Notice~~ is to inform our patients that our clinical team exchanges information for patient care and you can OPT OUT of the sharing of your information by communicating your choice during the Registration process or by sending a message to our Privacy Officer via our website ([tricitymed.org](http://tricitymed.org)) or submitting a written request to our Privacy Officer (4002 Vista Way, Oceanside, CA 92056).

## HOSPITAL DIRECTORY

We may include certain limited information about you in the ~~hospital~~-~~Tri-City Medical Center~~ directory while you are a patient at the hospital. This information may include your name, location in the hospital, your general condition (e.g. good, fair, etc.) and your religious affiliation. Unless there is a specific written request from you to the contrary, this directory information, except for your religious affiliation, may also be released to people who ask for you by name. Your religious affiliation may be given to a member of the clergy, such as a priest or rabbi, even if they don't ask for you by name. This information is released so your family, friends and clergy can visit you in the hospital and generally know how you are doing.

## MARKETING AND SALE

Most uses and disclosures of medical information for marketing purposes, and disclosures that constitute a sale of medical information, require your authorization.

## TO INDIVIDUALS INVOLVED IN YOUR CASE OR PAYMENT FOR YOUR CASE

We may release medical information about you to a friend or family member who is involved in your medical care. We may also give information to someone who helps pay for your care. Unless there is a specific written request from you to the contrary, we may also tell your family or friends your condition and that you are in the hospital.

In addition, we may disclose medical information about you to an organization assisting in a disaster relief effort so that your family can be notified about your condition, status and location. If you arrive at the emergency department either unconscious or otherwise unable to communicate, we are required to attempt to contact someone we believe can make healthcare decisions for you (e.g. a family member or agent under a health care power of attorney).

## FOR RESEARCH

Under certain circumstances, we may use and disclose medical information about you for research purposes.

For example, a research project may involve comparing the health and recovery of all patients who received one medication to those who received another, for the same condition. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information, trying to balance the research needs with patients' need for privacy of their medical information.

Before we use or disclose medical information for research, the project will have been approved through this research approval process, but we may, however, disclose medical information about you to people preparing to conduct a research project, for example, to help them look for patients with specific medical needs, as long as the medical information they review does not leave the hospital/District.

## **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 the threat.

## **ORGAN AND TISSUE DONATION**

We may release medical information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

## **MILITARY AND VETERANS**

If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

~~(A hospital that is component of the Department of Defense or Transportation should also include the following: "If you are a member of the Armed Forces, we may disclose medical information about you to the Department of Veterans Affairs upon your separation or discharge from military services. This disclosure is necessary for the Department of Veterans Affairs to determine if you are eligible for certain benefits.")~~

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We may use and disclose medical information about you for public health activities. These activities generally include the following:

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- To report births and deaths;
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- To report reactions to medications or problems with products;
- To notify people of recalls of products they may be using;
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;



- To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law;
- To notify emergency response employees regarding possible exposure to HIV/AIDS, to the extent necessary to comply with state and federal laws.

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- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe may be the result of criminal conduct;
- About criminal conduct at the hospital; and
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~~(A Hospital that is component to the U.S. Department of State should also include the following:~~

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- for the institution to provide you with health care;
- to protect your health and safety or the health and safety of others; or
- for the safety and security of the correctional institution.

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To request an amendment, your request must be made in writing and submitted to our Privacy Officer. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for the hospital;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

Even if we deny your request for amendment, you have the right to submit a written addendum, not to exceed 250 words, with respect to any item or statement in your record you believe is incomplete or incorrect. If you clearly indicate in writing that you want the addendum to be made part of your medical record we will attach it to your records and include it whenever we make a disclosure of the item or statement you believe to be incomplete or incorrect.

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You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of medical information about you other than our own uses for treatment, payment and health care operations (as those functions are described above), and with other exceptions pursuant to the law.

To request this list or accounting of disclosures, you must submit your request in writing to our Privacy Officer. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

In addition, we will notify you as required by law following a breach of your unsecured protected health information.

## **RIGHT TO REQUEST RESTRICTIONS**

You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend.

For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request, except to the extent that you request us to restrict disclosure to a health plan or insurer for payment or health care operations purposes if you, or someone else on your behalf (other than the health plan or insurer), has paid for the item or service out of pocket in full. Even if you request this special restriction, we can disclose the information to a health plan or insurer for purposes of treating you.

If we agree to another special restriction, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you must make your request in writing to our Privacy Officer. In your request, you must tell us:

- What information you want to limit
- Whether you want to limit our use, disclosure or both; and
- To whom you want the limits to apply, for example, disclosures from your spouse

## **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 our Privacy Officer. 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 a right to a paper copy of this 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 our website: [tricitymed.org](http://tricitymed.org)

To obtain a paper copy of this Notice: contact our Registration department.

We reserve the right to change this Notice. We 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. We will post a copy of the current Notice in the hospital. The Notice will contain the effective date on the first page, in the top right-hand corner. In addition, each time you register at or are admitted to the hospital for treatment or health care services as an inpatient or outpatient, we will offer you a copy of the current Notice in effect.

## **COMMENTS OR COMPLAINTS**

We welcome your comments about our Notice and our privacy practices. If you believe your privacy rights have been violated, you may file a complaint with:

TRI-CITY HEALTHCARE DISTRICT  
CHIEF COMPLIANCE OFFICER/PRIVACY OFFICER  
4002 VISTA WAY  
OCEANSIDE, CA 92056  
(760) 940-5381

Or with the: Secretary of the Department of Health and Human Services  
200 Independence Avenue, S.W.

Washington, D.C. 20201

1-877-696-6775

[www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)

Please be assured that no one will retaliate or take action against you for filing a complaint.

Other uses and disclosures of medical information not covered by this ~~Notice~~ 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, this will stop ~~by~~ any further use or disclosure of your medical information for the purposes covered by your written authorization, except if we have already acted in reliance on your permission. 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 care that we provided to you.

### **CHANGES TO THIS NOTICE**

We reserve the right to change our privacy practices and update this ~~Notice~~ Notice accordingly. We reserve the right to make the revised or changed ~~Notice~~ Notice effective for medical information we already have about you as well as any information we receive in the future. We post copies of the current ~~Notice~~ Notice in the registration areas and on our internet sites. If the ~~Notice~~ Notice is changed, we will post the new ~~Notice~~ Notice in our registration areas and provide it to you upon request. The ~~Notice~~ Notice contains the effective date on the first page, in the top right-hand corner.

**ADMINISTRATIVE POLICY MANUAL  
COMPLIANCE**

**ISSUE DATE:** 03/03

**SUBJECT:** Use and Disclosure of Protected Health Information (PHI) for Fundraising

**REVISION DATE(S):** 02/06; 01/09;

**POLICY NUMBER:** 8610-525

<b>Administrative Compliance Content Expert Approval:</b>	06/4512/18
<b>Administrative Policies &amp; Procedures Committee Approval:</b>	06/4512/18
<b>Organizational Compliance Committee Approval:</b>	n/a
<b>Medical Executive Committee Approval:</b>	n/a
<b>Audit, Compliance and Ethics Committee Approval:</b>	01/16
<b>Board of Directors Approval:</b>	01/16

**A. PURPOSE:**

1. To establish policies and procedures for the Use and Disclosure of specified Tri-City Healthcare District (TCHD) patient information for fundraising activities in ~~including, Disclosures to the Tri-City Hospital Foundation and/or Business Associates for the purpose of TCHD fundraising in~~ accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA).

**B. DEFINITIONS:**

1. Authorization: ~~T~~the written form that complies with HIPAA and state law that is obtained from the Individual or his or her ~~Personal-personal Representative-representative~~ in order for TCHD to Use and Disclose PHI.
2. Business Associate: ~~A~~a person or organization who, on behalf of the District, performs certain functions or activities involving the Use or Disclosure of PHI or services that require the Business Associate to create, receive, maintain or transmit PHI on behalf of the District or where the District needs to ~~Disclose-disclose~~ PHI to Business Associates for the services.
3. Direct Solicitation Fundraising Literature: Any written communications which primary purpose is the direct solicitation of the financial resources necessary to support the mission and purposes of TCHD.
4. Disclosure: ~~T~~the release, transfer, provision of, access to or divulging of PHI outside TCHD.
5. Fundraising: The process of securing the financial resources necessary to support the mission and purposes of the TCHD.
6. Minimum Necessary Standard: ~~T~~the amount of information reasonably necessary to accomplish the purpose of the Use, Disclosure or ~~Requestrequest~~.
7. Payment: ~~R~~reimbursement for health care services provided. ~~includes-Includes~~ activities undertaken by a health care provider to obtain or provide reimbursement for the provision of care including, but not limited to, determinations of eligibility, billing, claims management, collection activities, obtain payment under a contract of reinsurance or stop loss, related health care data processing, review of coverage under health plans, medical necessity reviews, and utilization management.
8. Permissible Patient Information: The limited categories of PHI that TCHD may Use or Disclose to a Business Associate or to the Tri-City Hospital Foundation without a patient Authorization, for the purpose of raising funds for TCHD's own benefit and expressly limited to the following:
  - a. Demographic information relating to the Individual including name, address, other contact information, age, gender, and date of birth
  - b. Dates of health care provided to an Individual
  - c. Department of service (general department of ~~transferred~~) information
  - d. Treating physician

- e. Outcome information (to screen out only)
- f. Health insurance financial class
- 9. **Protected Health Information (PHI):** individually identifiable health information transmitted, ~~or maintained, in paper or electronic other form that is created or received by TCHD AND~~ and
  - a. Relates to the past, present, or future physical or mental health or condition of an individual; OR
  - b. Relates to the provision of health care to an individual; OR
  - c. Relates to the past, present, or future payment, AND
  - d. Identifies the individual OR with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 10. **Treatment:** ~~The provision, of coordination, or management, consultation or referral of a patient's health care by a provider(s) of health care and related services by one or more providers, including 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 from health care from one health care provider to another.~~
- 11. **Use:** the sharing, application, utilization, examination or analysis of PHI within TCHD.
- 12. **Workforce:** employees, volunteers, trainees, and other persons whose conduct, in the performance of work for TCHD is under the direct control of TCHD whether or not they are paid for by TCHD.

**C. POLICY:**

- 1. In order to protect the privacy of a patient's information, Tri-City Hospital Foundation shall act in accordance and compliance with HIPAA and the Privacy Practices of TCHD when conducting fundraising activities for TCHD.
- 2. TCHD may Use or Disclose ~~Permissible-permissible Patient-patient information~~ information to its Business Associates or to the Tri-City Hospital Foundation for the benefit of TCHD fundraising.
- 2.3. Such Uses and Disclosures are subject to the minimum necessary requirements.
- 3.4. TCHD may not condition ~~Treatment-treatment or Payment-payment~~ on a patient's choice with respect to fundraising communications.

**D. PROCESS:**

- 1. Notice of Privacy Practices
  - a. TCHD's Notice of Privacy Practices shall indicate that TCHD may Use or Disclose a patient's PHI to its Foundation or Business Associates for fundraising purposes and that the patient has the right to opt out of receiving such communications.
  - b. TCHD may not Use or Disclose PHI for fundraising purposes unless the statement required by Section 1.a is included in the Notice of Privacy Practices.
- 2. Use of Permissible Patient Information
  - a. After a patient has been made aware of the ~~TCMC's-TCHD's~~ Notice of Privacy Practices, TCHD may Use or Disclose ~~Permissible-permissible Patient-patient information for Fundraising-fundraising~~ purposes.
  - b. Except as provided in this Policy, TCHD *may disclose permissible patient* information to the Tri-City Hospital Foundation or Business Associates for fundraising purposes without first obtaining a patient's ~~authorization for such purpose~~.
  - c. TCHD and/or the Foundation may use permissible patient information to identify patients for patient testimonials that will be Used and/or Disclosed for ~~Fundraising-fundraising~~ purposes; ~~however, when doing so, TCHD and/or the Foundation must follow the process for obtaining Authorizations and consents set forth in Section 3.~~
  - d. Before contacting a patients (current or former) for ~~Fundraising-fundraising~~ purposes, TCHD and the Foundation shall verify that the individuals they wish to contact have not opted out of ~~Fundraising-fundraising~~ communications.
  - e. TCHD and the Foundation shall implement the ~~Minimum-minimum Necessary-necessary Standard-standard~~ on ~~Fundraising-fundraising~~ Uses and Disclosures. TCHD and the Foundation must adhere to more restrictive federal and state privacy laws for certain highly sensitive health information (including **but not limited to** mental health, substance

- abuse, HIV/AIDS, psychotherapy notes and , abuse and other categories). Due to the sensitive nature of these treatments, additional authorization is needed prior to using for fundraising communication. The Chief Compliance and/ Privacy Officer should be consulted prior to obtaining the patient's authorization. This means that it may not be possible to Use and Disclose highly sensitive PHI for Fundraising purposes without a patient Authorization or even at all. TCHD Workforce members and the Foundation shall consult the Privacy Officer or Compliance Officer before Using or Disclosing any PHI, including Permissible Patient Information, involving highly sensitive PHI.
- f. TCHD and the Foundation may not Use or Disclose ~~Permissible-permissible Patient patient Information-information~~ (or any patient PHI) with a non-affiliated entity for purposes of that entity's ~~Fundraising-fundraising~~ (for example where a Medical Staff member specializes in the treatment of a specific disease and a non-profit association fundraises for research related to that specialty).
3. Patient Testimonials Used for Fundraising Purposes.
    - a. When Using and/or Disclosing a patient's testimonial, including the patient's PHI ~~(e.g. hospital experience, medical treatment)~~, for ~~Fundraising-fundraising~~ purposes, TCHD and/or the Foundation acting as TCHD's Business Associate must obtain from the patient prior to such Use and/or Disclosure:
      - i. ~~an An Authorization~~authorization; and
      - ii. Consents to videotape, photograph and/or publish the patient's testimonial, as appropriate.
    - b. The ~~Authorization-authorization~~ and cConsent form shall be obtained regardless of the manner in which TCHD/Foundation learned about the patient's testimonial or whether the patient has consented either verbally or in writing (e.g. e-mail) to such Use/Disclosure.
    - c. The ~~Authorization-authorization~~ must be completed in a manner that adequately describes the categories of PHI being Used/Disclosed and the ~~Purpose-purpose~~ of the Use/Disclosure.
    - d. TCHD and the Foundation shall only Use or Disclose the patient's testimonial (and PHI) with a valid patient ~~Authorization-authorization~~.
  4. Fundraising Notifications
    - a. Each fundraising notification shall provide the patient with a clear and conspicuous opportunity to elect not to receive any further fundraising communications.
    - b. The method provided to opt out of receiving further fundraising communications shall not result in a patient incurring an undue burden or more than a nominal cost. Tri-City Hospital Foundation permits patients to opt out of future fundraising communications by telephone at (760) 940-3370 or by e-mail at [TCHFoundation@tcmc.com](mailto:TCHFoundation@tcmc.com).
    - c. Any TCHD Workforce member or Business Associate who is advised by a patient of his/her request to opt out of receiving future ~~Fundraising-fundraising~~ communications, must contact the Foundation to document the request.
  5. Patients Who Opt Out
    - a. Fundraising communications will not be made to patients who have opted out of such communications.
    - b. Tri-City Hospital Foundation will track opt out notifications to ensure that further fundraising communications are not made to patients who have elected to opt out.
  6. Opting Back In.
    - a. Patients who desire to opt back in to receive fundraising communications can do so by sending an e-mail with such request to [TCHFoundation@tcmc.com](mailto:TCHFoundation@tcmc.com) or by opting in at an event or through the Foundation's website.
  7. Direct Solicitation Fundraising Literature
    - a. Direct solicitations ~~fundraising literature~~ does not include general marketing ~~communications to donors or prospective donors. (e.g. such as nnewsletters) or other similar general communication media where TCHD does not Disclose patient PHI is not used. to Tri-City Hospital Foundation for such purposes.~~



8. **Business Associates**

- a. Before the Tri-City Hospital Foundation shares any ~~Permissible-permissible~~ **Patient patient** information with a Business Associate, the Tri-City Hospital Foundation shall have the Business Associate sign the TCHD Business Associate Addendum.
- b. If the Tri-City Hospital Foundation becomes aware of a breach of the Privacy Practices of TCHD by a Business Associate, the Tri-City Hospital Foundation shall immediately notify the **Chief Compliance Officer and/** Privacy Officer.

E. **FORMS):**

- b-1. **Authorization for Use or Disclosure 8700-1002 - Sample**

F. **RELATED DOCUMENT(S):**

- ~~Administrative Policy 8750-508~~
1. **Administrative Compliance Policy: Notice of Privacy Practices 87508610-518**
2. **Administrative Compliance Policy: Business Associate Agreement 8610-511**
3. **HIPAA Business Associate Addendum**

E.G. **REFERENCE(S):**

1. 45 Code of Federal Regulations (CFR) Section 164.502
2. 45 CFR Section 164.514(f)
3. **45 CFR Section 164.508**
- 2.4. **Health Information Portability and Accountability Act of 1996 (HIPAA)**
- 3.5. ~~TCHD Notice of Privacy Practices Policy # 518~~

SAMPLE

Completion of this document authorizes the use or disclosure of individually identifiable health information, as set forth below, consistent with California and Federal law concerning the privacy of such information. Failure to provide all information requested may invalidate this Authorization.

**USE OR DISCLOSURE OF HEALTH INFORMATION**

Patient Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(Please print)

I hereby authorize the use or disclosure of my health information as follows:

Person/Organization authorized to *release* (use or disclose) the information:  
Tri-City Medical Center  
(TCMC or other Entity)

Person/Organization authorized to *receive* the information (name and address of entity):  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number (with area code) \_\_\_\_\_

This Authorization applies to the following specific information to be disclosed (select from the following):

All health information pertaining to any medical history, mental or physical condition and treatment received.

Dates include: \_\_\_\_\_  
[Optional] Except for these specific limitations:

Only the following records or specific types of health information. Dates include: \_\_\_\_\_

- |  |   |
|--|---|
| <input type="checkbox"/> Discharge Summary     | <input type="checkbox"/> History/Physical Report    |
| <input type="checkbox"/> Consultation Reports  | <input type="checkbox"/> Operative/Procedure Report |
| <input type="checkbox"/> Emergency Dept Report | <input type="checkbox"/> EKG                        |
| <input type="checkbox"/> Laboratory Tests      | <input type="checkbox"/> X-Ray Reports              |

Other (please specify) \_\_\_\_\_

I understand that this will include information relating to (check if applicable):

- AIDS (Acquired Immunodeficiency Syndrome) or HIV (Human Immunodeficiency Virus) Infection
- Psychiatric Care (patient to initial here \_\_\_\_\_)
- Treatment for alcohol and/or drug abuse.

**EXPIRATION**

This Authorization expires [on the following specific date]: 30 days

**RESTRICTIONS**

I understand that California law prohibits the recipient of my health information pursuant to this authorization from making further disclosure of my health information unless the Recipient obtains another authorization from me or unless such disclosure is specifically required or permitted by law.

**YOUR RIGHTS**

I understand that I may refuse to sign this Authorization.

I understand that I may revoke this authorization at any time. My revocation must be in writing, signed by me or on my behalf, and delivered to the following address: 4002 Vista Way Oceanside, CA 92056. Attn: Medical Records/Health Information.

I understand that my revocation will be effective upon receipt, but will not affect any use or disclosures completed prior to receipt of the revocation.

**AUTHORIZATION FOR USE OR DISCLOSURE**



8700-1002  
(Rev 5/15)



**Tri-City Medical Center**  
4002 Vista Way, Oceanside, California 92056

White-Med Records Yellow-Patient

SAMPLE

**ADDITIONAL RIGHTS AND REQUIREMENTS IF REQUESTOR SEEKS THIS AUTHORIZATION<sup>3</sup>**

I understand that if Requestor seeks this authorization:

1. My health information will be used for the following purpose(s):  Continuing Medical Care  
 Insurance  Legal  Other (Please specify) \_\_\_\_\_
2. I may inspect or obtain a copy of the health information that I am being asked to use or disclose.
3. I must receive a copy of this Authorization<sup>4</sup>.
4. Neither treatment, payment, enrollment nor eligibility for benefits will be conditioned on my providing or refusing to provide this authorization. However, this does not apply if the Requestor is seeking to use the information as follows: (i) to conduct research-related treatment; (ii) to obtain information in connection with my eligibility or enrollment in a health plan of which I am not already a member; (iii) to enable the Requestor to determine its obligation to pay a claim; or (iv) to create health information to provide to a third party. Under no circumstances, however am I required to authorize the disclosure of psychotherapy notes.
5. If this box  is checked, I understand the Requestor may receive compensation or other remuneration directly or indirectly for the use or disclosure of my information.

**SIGNATURE**

Signature \_\_\_\_\_ Date/Time \_\_\_\_\_ AM/PM  
[Patient/representative/spouse/financially responsible party]

If signed by someone other than the patient, state your legal relationship to the patient<sup>5</sup>:

Witness:

*(If you have authorized the disclosure of your health information to someone who is not legally required to keep it confidential, it may be redisclosed and may no longer be protected. California law prohibits recipients of your health information from redisclosing such information except with your written authorization or as specifically required or permitted by law.)*

**Authorization for Use or Disclosure of Health Information – Footnote references**

- <sup>1</sup> If the Authorization is being requested by the entity holding the health information, then such entity shall be referred to as the Requestor throughout this form.
- <sup>2</sup> This form may not be used to release both psychotherapy notes and other types of health information [(see 45 CFS § 164.508(b)(3)(ii)]. If this form is being used to authorize the release of psychotherapy notes, a separate form must be used to authorize release of any other health information.
- <sup>3</sup> The Requestor is to complete this section of the form.
- <sup>4</sup> Under HIPAA, the individual must be provided with a copy of the authorization when it has been requested by a covered entity for its own uses and disclosures [(see 45 CFR § 164.508(d) (I), (e) (2)].
- <sup>5</sup> A spouse or financially responsible party may only authorize release of medical information for use in the following:
  - a. to process an application for the patient
  - b. as a spouse or dependent for the following:
    - a. a health insurance plan or policy
    - b. a nonprofit hospital plan
    - c. a health care service plan or
    - d. an employee benefit plan

**For TCMC Medical Records/Health Information use Only**

MRUN: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Visits to be Included: \_\_\_\_\_

SS#: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Distribution:  Mail  Pick-up  CD  Other \_\_\_\_\_ Completed by: \_\_\_\_\_  
Signature Date

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA BUSINESS ASSOCIATE ADDENDUM (“**Addendum**”) is entered into as of \_\_\_\_\_, 20\_\_ (the “**Execution Date**”), by and between Tri-City Healthcare District, a health care district organized under the Local Health Care District Law of the State of California (“**Hospital**”) and \_\_\_\_\_ (“**Contractor**”).

A. Hospital owns and operates a general acute care hospital that is located at 4002 Vista Way, Oceanside, California.

B. Hospital is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with its contractors that may have access to patient medical information in either paper or electronic form.

C. Pursuant to that certain \_\_\_\_\_ Agreement by and between Hospital and Contractor, dated as of \_\_\_\_\_, 20\_\_ (the “**Agreement**”), Contractor may have access to patient medical information from Hospital.

D. Hospital and Contractor are committed to complying with HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-05 (“**HITECH Act**”) and their implementing regulations (“the **HIPAA Regulations**) as they become effective or as otherwise amended from time to time (collectively these changes, HIPAA and the HIPAA Regulations shall hereinafter be referred to as the “**HIPAA Laws**”), the California Medical Information Act (“**CMIA**”), contained in the California Civil Code Section 56 *et seq.*, the Patient Access To Medical Records Act (“**PAMRA**”) contained in the California Health and Safety Code, Section 123100 *et seq.*, California Health and Safety Code Section 1280.15 (“**Section 1280.15**”) and other California patient privacy laws.

NOW, THEREFORE, in consideration of the recitals, conditions and promises herein contained, the parties do hereby agree as follows:

### 1. Defined Terms.

(a) Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Laws. A reference in this Addendum to a section in the HIPAA Regulations, means the section of the Code of Federal Regulations (CFR) as in effect or as amended, and for which compliance is required.

(b) Unauthorized or Unlawful Access shall mean the inappropriate review or viewing of patient medical information without a direct need for diagnosis, treatment or other lawful Use as permitted by HIPAA, CMIA or by other statutes or regulations governing the lawful access, Use or Disclosure of medical information.

(c) Designated Data Set is a group of records, from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the Individual, and which is used to make decisions about the Individual.

(d) Data Use Application describes the purpose, controls and safeguards agreed to by the Contractor and Hospital.

2. Billing and Collecting. If Contractor provides billing and collecting services to Hospital or otherwise conducts any Standard Transactions on behalf of Hospital, Contractor shall comply with this Section. Contractor shall comply with 45 CFR Parts 160 and 162 (the “**Transaction Rule**”), including: (a) Contractor shall not change the definition, data condition, or use of a data element or segment in a standard of the

Transactions Rule (a “Standard”); (b) Contractor shall not add any data elements or segments to the maximum defined data set; (c) Contractor shall not use any code or data elements that are either marked “not used” in the Standard’s implementation specification or are not in the Standard’s implementation specification(s); and (d) Contractor shall not change the meaning or intent of the Standard’s implementation specification(s).

3. Contractor’s Obligations

(a) Contractor acknowledges and agrees that all Protected Health Information that is created or received by Hospital and Disclosed or made available in any form, including paper record, audio recording, and electronic display by Hospital or its operating units to Contractor, or is created, received, maintained or transmitted by Contractor on Hospital’s behalf, shall be subject to the Agreement and this Addendum.

(b) Contractor shall not Use or Disclose Protected Health Information in any form, including electronic form (“PHI”), other than as permitted or required by this Addendum or required by law.

(c) Contractor shall not permit Unauthorized or Unlawful Access to PHI.

(d) Except as otherwise limited in this Addendum, Contractor may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Hospital as specified in the Agreement or for Contractor’s internal operational purposes, provided that such Use or Disclosure would not violate the HIPAA Regulations or California law if done by Hospital.

(e) The Contractor shall not further Disclose any PHI (including to subcontractors) received from the Hospital or maintained by the Contractor, unless permitted by this Addendum and, in such cases, only if such Disclosure is required or permitted under California law.

(f) The Contractor shall not Disclose PHI to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates.

(g) Except as otherwise provided for in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. (See 45 C.F.R. §164.504(e)(4)(i)).

(h) Except as otherwise provided for in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached. (See 45 C.F.R. §164.504(e)(4)(ii)).

(i) To the extent that Contractor is to carry out one or more of Hospital’s obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E that apply to Hospital in the performance of the obligations.

4. Disclosure Accounting. In the event that Contractor makes any Disclosures of PHI that are subject to the accounting requirements of 45 CFR Section 164.528, Contractor promptly shall report such Disclosures to Hospital in writing. Such notice shall include the name of the individual and company affiliation to whom the PHI was Disclosed and the date of the Disclosure. Contractor shall maintain a record of each such Disclosure, including the date of the Disclosure, the name and, if available, the address of the recipient of the PHI, a brief description of the PHI Disclosed and a brief description of the purpose of the Disclosure.

Contractor shall maintain this record for a period of six (6) years and make such records available to Hospital upon request in an electronic format so that Hospital may meet its Disclosure accounting obligations under 45 CFR Section 164.528.

5. Access to PHI by Individuals. Contractor shall cooperate with Hospital to fulfill all requests by Individuals for access to the Individual's PHI that are approved by Hospital. Contractor shall cooperate with Hospital in all respects necessary for it to comply with 45 CFR Section 164.524. If Contractor receives a request from an Individual for access to PHI, Contractor immediately shall forward such request to Hospital, who shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an individual for access to PHI. If Contractor maintains PHI in a Designated Record Set on behalf of Hospital, Contractor shall permit any Individual, upon notice by Hospital, to access and obtain copies of the individual's PHI in accordance with 45 CFR Section 164.524. Contractor shall make the PHI available in the format requested by the Individual and approved by Hospital. If Business Associate maintains the PHI in a Designated Record Set in electronic form and an Individual requests a copy of such information in electronic format, Business Associate shall provide such information in electronic format to Hospital in order for it to comply with its obligation. Contractor shall not charge Hospital or the Individual any fees for such access to PHI. If Contractor does not hold any information as part of a Designated Record Set, this Section shall not apply to Contractor.

6. Amendment of PHI. Contractor shall incorporate all amendments to PHI received from Hospital within five (5) business days of receipt. Contractor shall provide written notice to Hospital within five (5) business days of completing such amendment(s). Such notice shall confirm that Contractor has made the amendment(s) to PHI as directed by Hospital and shall contain any additional information necessary for Hospital to provide adequate notice to the Individual in accordance with 45 CFR Section 164.526. If Contractor does not hold any information as part of a Designated Record Set, this Section shall not apply to Contractor.

7. Access to Contractor's Books and Records. Contractor shall make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by Contractor on behalf of Hospital, available to the Secretary of the Department of Health and Human Services ("Secretary") for purposes of determining Hospital's compliance with the HIPAA Laws. Contractor shall provide to Hospital a copy of any PHI that Contractor provides to the Secretary concurrently with providing such PHI to the Secretary. Contractor also shall make its internal practices, books and records available within five (5) business days of a request by Hospital for inspection for purposes of determining compliance with this Agreement.

8. Security Safeguards. Contractor shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized Use or Disclosure of PHI. Contractor shall require any agents, affiliates, subsidiaries or subcontractors, with access to electronic PHI related to Hospital in any way, to agree in writing to the same requirements under this Section. Moreover, Contractor shall implement administrative, physical, and technical safeguards and policy, procedure, and documentation requirements consistent with the requirements of 45 CFR Sections 164.308, 164.310, 164.312, and 164.316.

9. Reporting and Mitigating. Contractor shall immediately report, but in no event later than 24 hours, any Security Incident including any Unauthorized or Unlawful Access, Use or Disclosure of PHI or Breach of Unsecured PHI not provided for or permitted by this Addendum of which the Contractor becomes aware. Moreover, in the event that Contractor becomes aware that PHI has been or reasonably believes has been accessed, acquired or Disclosed as a result of a "Breach," or Unauthorized or Unlawful Access as those terms are defined by the HIPAA Laws or Section 1280.15, Contractor will notify Hospital of the Breach and/or Unauthorized or Unlawful Access, Use or Disclosure, including the identification of each Individual who has been or is reasonably believed to have been affected thereby. Contractor's notification to Hospital shall be provided in accordance with HIPAA Laws and Section 1280.15 and guidance as it may be provided by the

Secretary and the California Office of Health Information Integrity. Contractor shall use its best efforts to mitigate the deleterious effects of any Unlawful Access, Use or Disclosure of PHI not authorized by this Addendum or any Security Incident.

10. Term and Termination.

(a) The Term of this Addendum shall be effective as of the Execution Date and shall terminate when all of the PHI provided by Hospital to Contractor, or created or received by Contractor on behalf of Hospital, is destroyed or returned to Hospital, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 11 below.

(b) If Hospital becomes aware of any material breach of this Addendum by Contractor, Hospital shall provide Contractor with written notice of such breach and such breach shall be cured by Contractor within thirty (30) business days of such notice. If such breach is not cured with such time period, Hospital shall immediately terminate this Addendum.

(c) If Contractor becomes aware of any material breach of this Addendum by Hospital, Contractor shall provide Hospital with written notice of such breach and such breach shall be cured by Hospital within thirty (30) business days of such notice. If such breach is not cured with such time period, Contractor shall immediately terminate this Addendum.

(d) Contractor acknowledges and agrees that Hospital may be required by HIPAA Laws to report a Breach to the Secretary of the U.S. Department of Health and Human Services and Unauthorized or Unlawful Access, Use or Disclosure of PHI to the State.

(e) The Agreement shall automatically terminate upon termination of this Addendum for any reason whatsoever.

11. Effect of Termination.

(a) Upon termination or expiration of this Addendum, Hospital shall direct Contractor to either return or destroy all PHI that Contractor obtained, created or maintained pursuant to the Agreement on behalf of Hospital. If Hospital determines at that time that the return or destruction of PHI is not feasible, Contractor shall extend the protections provided under this Addendum to such PHI, and limit further Use or Disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.

(b) Upon termination or expiration of this Addendum, Contractor shall recover all PHI that is in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors. If Contractor believes at that time that it is infeasible for the Contractor to recover all PHI in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors, Contractor shall provide written notice to Hospital regarding the nature of the unfeasibility. Upon a determination by Hospital that such recovery is infeasible, Contractor shall require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Contractor hereunder. If Hospital determines that it is feasible to make such recovery, Contractor shall recover all PHI in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors.

(c) If Contractor or Contractor's agents, affiliates, subsidiaries or subcontractors retain any PHI pursuant to this Section 11, the terms of this Addendum shall continue to apply to the PHI retained by Contractor or any of Contractor's agents, affiliates, subsidiaries or subcontractors, even after termination of the Agreement.

12. Prohibition of Sale of PHI. Contractor may not directly or indirectly receive remuneration in exchange for any PHI without a valid Authorization specifically indicating that the PHI may be sold to the entity receiving the PHI unless the sale is otherwise authorized by the HIPAA Laws.

13. Indemnification. Each party, to the extent allowable under the California Tort Claims Act, shall indemnify, defend and hold harmless the other party and its agents, employees, contractors, officers and directors against: (i) any and all liability arising out of such party's failure to comply with the terms of this Addendum, and any injury, loss, fines, claims, or damages arising from the negligent operations, acts, or omissions of such party or its employees relating to or arising out of this Addendum; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the other party in connection with the defense of such claims.

14. Contractor's Compliance with HIPAA. Hospital makes no warranty or representation that compliance by Contractor with this Addendum, the HIPAA Laws or California law will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized Use or Disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

15. Continuing Agreement. Except as expressly modified by this Addendum, the Agreement shall continue in full force and effect. In the event of any conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

16. Assignment; Binding Effect. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Unless otherwise provided in the Agreement, Contractor may not assign the rights or obligations under the Agreement without the express written consent of Hospital; however, Hospital may assign its rights and obligations under this Agreement to any successor or affiliated entity without the consent of Contractor.

17. Affiliates, Agents, Subsidiaries and Subcontractors. Contractor shall require any agents and subcontractors which creates, receives, maintains or transmits PHI related to Hospital on its behalf, to agree in writing to the same Use and Disclosure restrictions and conditions imposed on Contractor by this Addendum including the requirement that such agents and subcontractors implement reasonable and appropriate administrative, physical and technical safeguards to protect such PHI. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract to such agents and subcontractors including the requirement to report Security Incidents, Breaches and Unauthorized or Unlawful Access, Use and Disclosures to Business Associate. Unless the Agreement permits Contractor to subcontract its services, Contractor shall not subcontract any of its services under the Agreement without first obtaining Hospital's prior written consent.

18. Compliance with Laws. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of the Agreement and this Addendum.

19. Governing Law. Unless provided otherwise in the Agreement, this Addendum shall be construed in accordance with and governed by the laws of the State of California, except the conflicts of laws provisions which would require the application of the laws of any other jurisdiction.

20. Headings. The headings in this Addendum are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.



21. No Third-party Beneficiary Rights. Unless provided otherwise in the Agreement, the parties do not intend to confer and this Addendum shall not be construed to confer any rights or benefits to any person, firm, physician, corporation or entity other than the parties.

22. Data Ownership. Contractor acknowledges and agrees that all PHI that Contractor obtains, creates or maintains pursuant to the Agreement, on behalf of Hospital or for Contractor's internal use, is the property of Hospital and Contractor has no ownership rights with respect thereto.

23. Severability. If any provision of this Addendum is determined to be illegal or unenforceable, that provision shall be severed from this Addendum and/or the Agreement, as applicable, and such severance shall have no effect upon the enforceability of the remainder of the Agreement.

24. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

25. Data Use Application. If Contractor requests a "Designated Data Set" from Hospital, Contractor must complete a Data Use Application (Instructions and Application attached to this Addendum) and submit a completed Data Use Application with this signed Addendum. The Data Use Application may be modified or amended by mutual agreement of the parties at any time without amending the Agreement or this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Execution Date.

**HOSPITAL**

Tri-City Healthcare District, a health care district organized under the Local Health Care district Law of the State of California

By: \_\_\_\_\_  
Chief Executive Officer

**CONTRACTOR**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADMINISTRATIVE  
POLICY MANUAL  
COMPLIANCE**

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**ISSUE DATE:** 08/15

**SUBJECT:** Verification of Identity and  
Authority of Persons Requesting  
Protected Health Information  
(PHI), including Personal  
Representatives

**REVISION DATE(S):**

**POLICY NUMBER:** 8610-593

<b>Administrative Compliance Content Expert:</b>	09/18
<b>Administrative Policies and Procedures Committee Approval-Date(s):</b>	07/15/12/18
<b>Organizational Compliance Committee Approval:</b>	n/a
<b>Medical Executive Committee Approval:</b>	n/a
<b>Audit, Compliance and Ethics Committee Approval-Date(s):</b>	08/15
<b>Board of Directors Approval-Date(s):</b>	08/15

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**A. PURPOSE:**

1. The purpose of this Policy is to define the steps for verifying the identity and legal authority of a person requesting a patient's PHI, including Personal Representatives, prior to Disclosure.

**B. DEFINITION(S):**

1. Authorization: the written form that complies with Health Insurance Portability and Accountability Act (HIPAA) of 1996 and state law that is obtained from the Individual or his or her Personal Representative in order for TCHD to Use and Disclose PHI.
2. Disclosure: the release, transfer, provision of, access to, or divulging of PHI outside of Tri-City Healthcare District (TCHD).
3. Individual: the person who is the subject of protected health information.
4. Personal Representative: the person who has the authority to act for the Individual in making decisions related to health care under state law (except where an unemancipated minor has the authority to act as an Individual for certain services or circumstances) or, with respect to deceased persons, the person who has the authority to act on behalf of the deceased Individual or the Individual's estate as relevant to such personal representation.
5. Protected Health Information (PHI): individually identifiable health information transmitted or maintained in paper or electronic form that is created or received by TCHD AND
  - a. Relates to the past, present or future physical or mental health or condition of an individual; OR
  - b. Relates to the provision of health care to an individual; OR
  - c. Relates to the past, present, or future payment, AND
  - d. Identifies the individual OR with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
6. Use: the sharing, application, utilization, examination or analysis of PHI within TCHD.

**C. POLICY:**

1. TCHD shall take reasonable steps to verify the identity of a person requesting Disclosure

of a patient's PHI and the authority of such person to have access to the PHI where the authority is not known to TCHD.

2. TCHD shall take reasonable steps to verify the legal authority of a patient's Personal Representative where TCHD is required to treat such person as the patient.
3. If, under applicable laws, a Disclosure is conditioned on particular documentation, statements or representations from the person requesting the PHI, TCHD may rely, if such reliance is reasonable under the circumstances, on documentation, statements or representations that, on their face, meet the applicable requirements.
4. TCHD shall obtain any documentation, statements or representations, whether oral or written, from the person requesting PHI when they are a condition of a Disclosure.

#### D. **PROCEDURE:**

##### 1. Verification of Identity of a Patient

- a. Telephone: A person representing himself or herself as a patient can be verified using the following information:
  - i. Demographic information that can be confirmed in TCHD's [system], electronic health record or Patient Accounting system.
  - ii. The patient is known to TCHD from prior contact.
- b. In Person: A person representing himself or herself as a patient can be verified by using the following information:
  - i. Presentation of identification such as a driver's license or other official photo identification record that would permit TCHD to confirm the identity is that of the patient.
  - ii. Verbal statements of demographic information that can be confirmed in TCHD's [system] electronic health record.
  - iii. The patient is known to TCHD from prior contact.
- c. Emancipated minor patients: an emancipated minor is deemed equivalent to an adult for purposes of determining who may be given access to his or her PHI. TCHD shall obtain a copy of the minor's Department of Motor Vehicles identification card showing emancipation or a signed Declaration of Emancipation.
- d. Deceased patients: The PHI of a deceased patient is subject to HIPAA privacy protections for as long as TCHD maintains the PHI.
  - i. TCHD should obtain a copy of the death certificate if the patient's death is not otherwise directly known to TCHD.
  - ii. TCHD shall follow the procedures for verifying the identity of the patient's Personal Representative when responding to requests for Disclosures of PHI of deceased patients.

##### 2. Verification of Identity and Authority of Third Parties

- a. Personal Representative: ~~an individual who Personal Representative may represent stand in the shoes of~~ the patient and authorize TCHD's Use and Disclosure of PHI to the extent of the Personal Representative's legal authority.
  - i. TCHD shall verify the identity of the patient's Personal Representative in the same manner it would a patient as set forth in Sections 1.a and 1.b above.
  - ii. The Personal Representative's authority to act for the patient arises from his or her authority under state law to make health care decisions for the patient (or in the case of deceased Individuals it may also be to carry out responsibilities related to the estate). TCHD shall verify the legal authority of the patient's Personal Representative by obtaining and reviewing written documents that support the nature and scope of the Personal Representative's legal authority under state law.
  - iii. The Personal Representative shall provide information and/or documents to support his or her authority as follows:
    - 1) Unless an exception applies, a parent or guardian appointed by the

- Court or other person acting *in loco parentis* with legal authority to make health care decisions on behalf of the unemancipated minor: Court issued Letters of Guardianship or other legal documents evidencing parental rights to make health care decisions.
- 2) Surrogate who is 18 years or older and appointed by the patient to make health care decisions for the patient: The patient must personally inform the supervising provider, orally or in writing, of the appointment and it must be promptly recorded in the record. The surrogate appointment is effective only during the course of treatment or illness or stay or for 60 days whichever is shorter.
  - 3) Agent named under a Power of Attorney for Health Care or Advance Health Care Directive: valid, executed Power of Attorney for Health Care Directive form naming the person requesting PHI as the agent for health care decisions.
    - a) The Power of Attorney for Health Care document may specify limitations on an agent's ability to make health care decisions on behalf of the patient. For example, it may only apply for a specific treatment. In such cases, TCHD should not treat the person as the Individual for all purposes such as signing an Authorization for the Disclosure.
    - b) The Power of Attorney for Health Care document may contain conditions precedent to the agent's powers such as only applying when the patient is incapacitated. In such cases, TCHD should not treat the agent as the patient's Personal Representative when the patient is not incapacitated.
    - c) The Power of Attorney document may only be a General Power of Attorney to manage finances and other business. In such cases, TCHD should not rely on the Power of Attorney as it does not permit the person to make health care decisions for the patient unless it specifically mentions the right to make health care decisions.
  - 4) Guardian or Conservator: Obtain court-issued Letters of Guardianship or conservatorship.
  - 5) Executor or Administrator: Obtain court-issued Letters Testamentary or Letters of Administration.
  - 6) Beneficiary of a deceased patient as defined in Probate Code Section 24: Obtain excerpts of the will identifying the beneficiary.
  - 7) To release PHI to site and sponsor representatives on study subject, TCMC must have fully executed study-related patient consent on file.
- b. Family, relatives, domestic partners, close friends and other persons designated by the patient who are involved in patient's care or payment of the patient's care and for notification purposes: TCHD may ~~Disclose~~-disclose limited PHI upon verifying the following circumstances:
- i. If the patient is available for, or otherwise available prior to a Use or Disclosure and has the capacity to make health care decisions, TCHD may Use or Disclose PHI if it has the patient's agreement; or it provides the patient with the opportunity to object and the patient does not express an objection; or it can reasonable infer from the circumstance, based on professional judgment, that the patient does not object to the Disclosure. For example, an emergency room nurse may discuss a patient's treatment in front of the patient's friend when the patient asks the friend to come into the treatment room or a patient account representative may discuss the patient's bill with their son who is at

- TCHD with the patient.
- ii. If the patient is not available, or the opportunity to agree or object is not practicable because of incapacity or emergency circumstances, TCHD may use its professional judgment to determine if the Disclosure is in the best interest of the patient and, if so, only ~~Disclose~~ disclose the PHI that is directly relevant to the person's involvement with the patient's care or payment related to the patient's health care or needed for notification purposes. For example, TCHD may use professional judgment and experience with common practice to make reasonable inferences of the patient's best interest in allowing a person to pick up filled prescriptions, x-rays or similar forms of PHI or may provide information on a patient's condition to their spouse when the patient is unconscious.
  - iii. TCHD will not discuss a patient's PHI with family, relatives, domestic partners, and close friends if the patient expressly indicates it may not do so.
  - iv. When TCHD is permitted to share limited PHI with family, relatives, domestic partner, and close friends as provided above, it should not discuss past medical information that is unrelated to the patient's current condition..
- c. Public Officials seeking PHI:
- i. Verification of Identity: TCHD may rely, if such reliance is reasonable under the circumstances on the following to verify the identity of a person when the Disclosure of PHI is to a public official or a person acting on behalf of a public official:
    - 1) For in person requests, presentation of an agency identification badge, other official credentials, or other proof of government status;
    - 2) For requests made in writing, the request is on the appropriate government letterhead; and
    - 3) If the Disclosure is to a person acting on behalf of a public official, a written statement on appropriate government letterhead that the person is acting under the government's authority or other evidence or documentation of agency such as a contract for services, memorandum of understanding, or purchase order, that establishes that the person is acting on behalf of the public official.
  - ii. Verification of Authority: TCHD may rely, if such reliance is reasonable under the circumstances on the following to verify authority when the Disclosure of PHI is to a public official or a person acting on behalf of a public official.
    - 1) A written statement of the legal authority under which the information is requested, or, if a written statement would be impracticable, an oral statement of such legal authority; and
    - 2) If a request is made pursuant to legal process, warrant, subpoena, order, or other legal process issued by a grand jury or a judicial or administrative tribunal is presumed to constitute legal authority for purposes of verification of identity and authority.
- d. Exceptions to Recognizing Persons as Personal Representatives
- i. TCHD may elect not to treat a person as the Personal Representative of a patient (adult or minor) if the following requirements are satisfied and the election is documented in the patient's record:
    - 1) TCHD has a reasonable belief that:
      - a) ~~the~~The patient has been or may be subject to domestic violence, abuse or neglect by such person;
      - b) ~~treating~~Treating such person as the Personal Representative could endanger the patient; ~~AND~~and
    - 2) TCHD, in the exercise of the professional judgment of the health

- care provider, decides it is not in the best interest of the patient to treat the person as the patient's Personal Representative.
- 3) TCHD shall consult with Legal Counsel as necessary and appropriate regarding the election decision.
- ii. TCHD shall not treat a parent as the Personal Representative of a minor in the following circumstances:
  - 1) If the minor has the authority to consent to medical treatment under state law, he or she is generally the person authorized to have access to medical records regarding the treatment and to decide whether records get released to other persons. If a minor has the right to inspection, then TCHD shall not grant a Personal Representative access to the minor patient's PHI.
  - 2) A court determines or other law authorizes someone other than the parent to make treatment decisions for a minor.
  - 3) A provider makes a good faith determination that a parent or other legal representative who has authority to consent to treatment would have a detrimental effect on the provider's professional relationship with the minor.
  - 4) If the minor has been removed from the physical custody of a parent or guardian in a dependency proceeding, the parent or guardian may not access the minor's mental health information without a court order.
- e. Legal Review
  - i. TCHD Compliance Department shall consult with Legal Counsel as necessary and appropriate regarding the authority of a Personal Representative, issues involving unemancipated minor rights to access medical records or any other information relevant to this policy.
- f. Documentation
  - i. TCHD shall retain copies of all documentation obtained for purposes of these verification procedures.

**E. FORM(S):**

- 1. **Authorization for Use or Disclosure 8700-1002 - Sample**

**E.F. REFERENCE(S) LIST:**

- 1. 45 Code of Federal Regulations (CFR Section 160.103)
- 2. 45 CFR Section 164.502(g)
- 3. 45 CFR Section 164.510
- 4. 45 CFR Section 164.514(h)
- 5. Cal. Health & Safety Code Section 123110(g)
- 5-6. **Probate Code Section 24**

SAMPLE

Completion of this document authorizes the use or disclosure of individually identifiable health information, as set forth below, consistent with California and Federal law concerning the privacy of such information. Failure to provide all information requested may invalidate this Authorization.

USE OR DISCLOSURE OF HEALTH INFORMATION

Patient Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ (Please print)

I hereby authorize the use or disclosure of my health information as follows:

Person/Organization authorized to release (use or disclose) the information: Tri-City Medical Center (TCMC or other Entity)

Person/Organization authorized to receive the information (name and address of entity): \_\_\_\_\_ Phone Number (with area code) \_\_\_\_\_

This Authorization applies to the following specific information to be disclosed (select from the following):

All health information pertaining to any medical history, mental or physical condition and treatment received. Dates include: [Optional] Except for these specific limitations:

- Only the following records or specific types of health information. Dates include: Discharge Summary, Consultation Reports, Emergency Dept Report, Laboratory Tests, History/Physical Report, Operative/Procedure Report, EKG, X-Ray Reports, Other (please specify)

I understand that this will include information relating to (check if applicable):

- AIDS (Acquired Immunodeficiency Syndrome) or HIV (Human Immunodeficiency Virus) Infection, Psychiatric Care (patient to initial here), Treatment for alcohol and/or drug abuse.

EXPIRATION

This Authorization expires [on the following specific date]: 30 days

RESTRICTIONS

I understand that California law prohibits the recipient of my health information pursuant to this authorization from making further disclosure of my health information unless the Recipient obtains another authorization from me or unless such disclosure is specifically required or permitted by law.

YOUR RIGHTS

I understand that I may refuse to sign this Authorization. I understand that I may revoke this authorization at any time. My revocation must be in writing, signed by me or on my behalf, and delivered to the following address: 4002 Vista Way Oceanside, CA 92056. Attn: Medical Records/Health Information. I understand that my revocation will be effective upon receipt, but will not affect any use or disclosures completed prior to receipt of the revocation.

AUTHORIZATION FOR USE OR DISCLOSURE



White-Med Records Yellow-Patient

SAMPLE

**ADDITIONAL RIGHTS AND REQUIREMENTS IF REQUESTOR SEEKS THIS AUTHORIZATION<sup>3</sup>**

I understand that if Requestor seeks this authorization:

1. My health information will be used for the following purpose(s):  Continuing Medical Care  
 Insurance  Legal  Other (Please specify) \_\_\_\_\_
2. I may inspect or obtain a copy of the health information that I am being asked to use or disclose.
3. I must receive a copy of this Authorization<sup>4</sup>.
4. Neither treatment, payment, enrollment nor eligibility for benefits will be conditioned on my providing or refusing to provide this authorization. However, this does not apply if the Requestor is seeking to use the information as follows: (i) to conduct research-related treatment; (ii) to obtain information in connection with my eligibility or enrollment in a health plan of which I am not already a member; (iii) to enable the Requestor to determine its obligation to pay a claim; or (iv) to create health information to provide to a third party. Under no circumstances, however am I required to authorize the disclosure of psychotherapy notes.
5. If this box  is checked, I understand the Requestor may receive compensation or other remuneration directly or indirectly for the use or disclosure of my information.

**SIGNATURE**

Signature \_\_\_\_\_ Date/Time \_\_\_\_\_ AM/PM  
[Patient/representative/spouse/financially responsible party]

If signed by someone other than the patient, state your legal relationship to the patient<sup>5</sup>:  
\_\_\_\_\_

Witness:

*(If you have authorized the disclosure of your health information to someone who is not legally required to keep it confidential, it may be redisclosed and may no longer be protected. California law prohibits recipients of your health information from redisclosing such information except with your written authorization or as specifically required or permitted by law.)*

**Authorization for Use or Disclosure of Health Information – Footnote references**

- <sup>1</sup> If the Authorization is being requested by the entity holding the health information, then such entity shall be referred to as the Requestor throughout this form.
- <sup>2</sup> This form may not be used to release both psychotherapy notes and other types of health information [(see 45 CFS § 164.508(b)(3)(ii)]. If this form is being used to authorize the release of psychotherapy notes, a separate form must be used to authorize release of any other health information.
- <sup>3</sup> The Requestor is to complete this section of the form.
- <sup>4</sup> Under HIPAA, the individual must be provided with a copy of the authorization when it has been requested by a covered entity for its own uses and disclosures [(see 45 CFR § 164.508(d) (I), (e) (2)].
- <sup>5</sup> A spouse or financially responsible party may only authorize release of medical information for use in the following:
  - a. to process an application for the patient
  - b. as a spouse or dependent for the following:
    - a. a health insurance plan or policy
    - b. a nonprofit hospital plan
    - c. a health care service plan or
    - d. an employee benefit plan

**For TCMC Medical Records/Health Information use Only**

MRUN: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Visits to be Included: \_\_\_\_\_

SS#: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Distribution:  Mail  Pick-up  CD  Other \_\_\_\_\_ Completed by: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



# **AUDIT, COMPLIANCE & ETHICS COMMITTEE**

## **MEETING DATES**

**2019**

**Time: 8:30-10:00 AM**

**Location: All meetings to be held in Assembly Room # 1**

**February 19, 2019**

**April 16, 2019**

**May 16, 2019**

**July 16, 2019**

**September 17, 2019**

**October 17, 2019**