

TITLE: HIPAA Compliance Policy

I. PURPOSE

To ensure our ability to deliver and finance high quality mental health services requires that we collect and generate many different kinds of information. Each time a person receives care from one of our therapists or business staff, he or she is entrusting us with extremely sensitive information. The purpose of this Privacy Policy is to ensure that we deserve each Patient's trust by protecting their personal information from improper use and disclosure. This Policy describes the expectations we have of our employees, providers, agents and business associates regarding the protection of Patient information. It also provides a framework for the organization and its business units to develop maintain and adhere to written standards and procedures as needed for the appropriate access, use and disclosure of Patient information consistent with applicable laws.

II. POLICY

1. **Northeast Youth & Family Services** is committed to safeguarding the privacy of our clients and others who have entrusted us with their protected information. We handle protected information in accordance with applicable legal standards. We ensure that we maintain appropriate oversight of our privacy practices, and we enforce consistent and clear disciplinary measures for breaches of this policy.

2. **Notice of Privacy Practices**. Northeast Youth & Family Services will notify clients, and others as required of its practices regarding the access, use and disclosure of Protected Information through its Notice of Privacy Practices. The Notice of Privacy Practices contains three sections: Summary Notice, Description of Our Care Delivery Privacy Practices and Northeast Youth & Family Services Health Plan Privacy Practices which may be distributed separately, as appropriate.

a. Notice to Patients ("Client Rights and Responsibilities"). Northeast Youth & Family Services will routinely, in accordance with applicable laws, notify clients of the ways in which it uses and discloses Protected Information, as well as clients' individual rights with respect to such information.

b. Notice to Others. Where appropriate, Northeast Youth & Family Services will notify providers, practitioners, billing agencies and other interested parties, whether employed or under contract, of its policies and expectations regarding appropriate uses of, access to and amendment of Protected Information.

3. **Consents and Authorizations**. Northeast Youth & Family Services will obtain consent or authorization from the client for the use and disclosure of protected information in accordance with applicable law and the privacy standards.

a. Use of Information. In accordance with applicable law and this Policy, Northeast Youth & Family Services may use protected information for purposes of treatment, payment and health care operations without client consent. However, Northwest Youth & Family Services will first obtain client authorization prior to using protected information for purposes other than treatment, payment or health care operations, unless otherwise permitted by law.

b. Disclosure of Information. Northeast Youth & Family Services may disclose Protected Information as follows:

- With Consent. Northeast Youth & Family Services may disclose Protected Information in connection with Care Delivery Functions, as required by law, and the Notice of Privacy Practices is made available, in accordance with applicable law and the Privacy Standards.
- With Authorization. Northeast Youth & Family Services will obtain Patients' Authorization when required by law, in accordance with the Privacy Standards, prior to using or disclosing Protected Information for purposes other than Treatment, Payment or Health Care Operations.

c. Option to Opt Out of Certain Disclosures. Patients may notify Northeast Youth & Family Services that they do not wish Northeast Youth & Family Services to share certain Protected Information with non-affiliated parties for particular activities, as required by law or otherwise identified by Northeast Youth & Family Services. The Privacy Standards must be followed to ensure that Patients are appropriately informed of their "opt out" rights and how those rights, when applicable, may be exercised.

4. **Minimum Necessary Standard**. Personnel are permitted to access, use and disclose only the minimum amount of Protected Information that is reasonably necessary to accomplish the authorized task. Under this standard, Personnel are prohibited from using their positions to gain access to the Protected Information of their friends, family members or coworkers or clients, unless there is a work-related need to know, exercised in accordance with organizational policies and procedures. In addition, where information need not be identified to a particular Patient to accomplish a task, and where feasible, Northeast Youth & Family Services will de-identify Protected Information. Business units will develop and implement written procedures and operational practices as appropriate to ensure that the minimum necessary standard is met.

5. **Business Associates**. Northeast Youth & Family Services will execute written Business Associate Agreements that require third parties to, among other things, safeguard the confidentiality of all Protected Information, use Protected Information solely for the purpose and within the scope of the engagement, and, if appropriate, indemnify Northeast Youth & Family Services against any damages resulting from the third party's inappropriate use of Protected Information.

6. **Individual Rights**. Northeast Youth & Family Services will ensure that Patients are informed of their individual rights with respect to their Protected Information, as described by HIPAA and other applicable laws, and that the organization establishes standards and procedures to allow Patients to exercise those rights. Such rights include, but are not necessarily limited to, the right to access one's Protected Information, the right to request an amendment of one's Protected Information, the right to request alternative means of communication and special restrictions on the handling of one's Protected Information, and the right to notify the organization and to appropriate regulatory authorities about Northeast Youth & Family Services' privacy practices.

7. **Documentation**. Northeast Youth & Family Services will appropriately document its activities related to the protection of Patient privacy and its compliance with applicable privacy laws. Such documentation will be retained in accordance with applicable law.

8. **Cell phone, email and texting communication**. ePHI phones require password. Password is to be changed every 30 days. Phones are to be turned off at 5:00 p.m. Lost or stolen cell phones must be reported immediately to the Information Technology Administrator to take steps to protect any information stored on the phone

- (a) Text messages should be documented in the clients electronic medical record at NYFS within two days of receipt or sending message.
- (b) Text messages should be deleted from the phone within two days to help maintain security.

When private health information has been breached, Information Technology Administrator must be notified to take steps to protect any information stored on the phone.

9. **Discipline**. Northeast Youth & Family Services will take appropriate disciplinary action against Personnel who breach this Policy, the Privacy Standards and other organizational policies and procedures. Such disciplinary action will be imposed fairly and consistently.

10. **Breach.** The acquisition, access, use, or disclosure of protected health information in a manner not permitted in this policy which compromises the security or privacy of the protected health information.

(a) Breach excludes: Any unintentional acquisition, inadvertent disclosure, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted in this policy.

(b) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

11. **Security.** In addition to the protections identified in the preceding sections, Northeast Youth & Family Services will safeguard Protected Information by adopting and implementing appropriate policies and procedures to ensure the security of Protected Information, including its transmission and retention.

12. **Oversight and Compliance.** Northeast Youth & Family Services Compliance Committee (the "Committee") will function as the privacy oversight committee for Northeast Youth & Family Services. The Committee's responsibilities will include:

- Supporting Northeast Youth & Family Services ongoing compliance with this policy.
- Advising, assisting and supporting the Privacy Official.
- Assessing Northeast Youth & Family Services privacy environment, understanding applicable privacy requirements, approving enterprise-wide privacy-related policies, and assessing privacy-related risk areas.
- Reviewing, as requested by the Privacy Officer, the need for appropriate corrective and/or disciplinary action for noncompliance with this policy.
- Ensuring that Committee members' respective areas of responsibility are effectively implementing this policy, including, without limitation any identified corrective and disciplinary action.
- Reviewing this policy periodically and supporting any necessary improvements or modifications to help ensure Northeast Youth & Family Services compliance with applicable privacy-related laws, regulations and policies.
- Promoting privacy as an essential component of a culture of ethics and integrity in the organization.
- Privacy Official. The Privacy Official and HIPAA Committee are responsible for the development and implementation of this Policy, the Privacy Standards and other privacy-related policies and procedures.
- All Northeast Youth & Family Service staff are trained on hire and annually thereafter.

DEFINITIONS

For purposes of this Policy, the following definitions will apply:

“ACE” or “Affiliated Covered Entity” means legally separate Covered Entities that are affiliated and have designated themselves as a single Covered Entity for purposes of compliance with HIPAA.

“Authorization” means a Patient’s specific permission to disclose their Protected Information to third

parties for purposes other than treatment, payment or health care operations.

“Business Associate” means a third party that performs services on behalf of, or provides services to Northeast Youth & Family Services that involve the disclosure of Protected Information to the Business Associate for that Business Associate’s use or further disclosure in connection with those services. “Business Associate” does not include health care providers who receive or use Protected Information in order to treat an individual. “Business Associate” also does not include other third parties described in HIPAA.

“Care Delivery Functions” means activities undertaken by Northeast Youth & Family Services in order to provide and coordinate treatment to Patients.

“Consent” means a Patient’s general permission for Northeast Youth & Family Services to disclose their Protected Information to third parties for purposes of treatment, payment and health care operations.

“Covered Entity” means an entity subject to HIPAA.

“HIPAA” means the Privacy Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

“Notice of Privacy Practices” means the written Notice of Privacy Practices provided to Patients.

“Client” means an individual who has received (or has an appointment to receive) mental health care from Northeast Youth & Family Services.

“Client Notice” means the portion of the Notice of Privacy Practices provided to Patients.

“Personnel” means anyone employed by Northeast Youth & Family Services or under contract or other arrangement with Northeast Youth & Family Services to act on its behalf. “Personnel” includes all salary and hourly employees, officers, therapists, Board Members and volunteers, and any student, resident or intern under the supervision of the foregoing.

“Privacy Standards” means the standards attached to this Policy to assist Northeast Youth & Family Services business units with developing, maintaining and adhering to written procedures and operational practices that conform to this Policy, as updated from time to time.

“Protected Information” means, for purposes of this Policy and the Privacy Standards, information variously identified in law or regulation as “Protected Health Information (PHI),” “Electronic PHI (EPHI),” “Identifying Information,” “Health Record,” “Non-Public Personal Information (NPI).” Accordingly, Protected Information includes information, including demographic, health or financial information, regardless of format, that:

1. Identifies (or could reasonably be used to identify) a Patient; and
2. Is not generally known by or made available to the public; and
3. Is collected or received by or on behalf of Northeast Youth & Family Services from

- (a) a patient (or his or her authorized representative);
 - (b) a patient's health care provider or their agents; or
 - (c) a patient's third party payer or health plan sponsor or their agents and
4. Relates to or facilitates the past, present or future physical or mental health condition of the patient, payment, or the past, present or future provision of health care to the Patient.
"Northeast Youth & Family Services" means, for purposes of this policy: Northeast Youth & Family Services and their related organizations.

IV.COMPLIANCE

Failure to comply with the procedures outlined in this policy may result in disciplinary action, up to and including termination.

V. OTHER RESOURCES

- 45 CFR 160 and 164 (Health Insurance Portability and Accountability Act of 1996)
- 15 USC 6801-6809 (Gramm Leach Bliley Act)
- 15 USC 1681-1681u (Fair Credit Reporting Act)
- 15 USC 7001 (Federal Electronic Signatures Act)
- Wisconsin Administrative Code DHS 124.14
- Wis. Stat. Chapter 146.81-.84 (Miscellaneous Health Provisions)