



Policy Title: Confidentiality Agreement			
Department Responsible: THN Compliance & Integrity	Policy Number: SEC-101	THN's Effective Date: January 1, 2022	Next Review/Revision Date: September 30, 2024
Title of Person Responsible: THN Director of Compliance & Privacy	THN Approval Council: THN Compliance and Privacy Committee	Date Committee Approved: June 9, 2023	Date Approved by THN Board of Managers: August 15, 2023

- I. **Purpose.** The purpose of SEC-101 is (1) to ensure Triad HealthCare Network (THN) employees are compliant with the Health Insurance Portability and Accountability Act (HIPAA), which requires Business Associates to keep confidential the information regarding the use and disclosure of Protected Health Information (PHI) and (2) procedures to ensure that THN's practices are consistent with its stated policies.

- II. **Policy.** THN will maintain a Confidentiality Agreement that ensures our employees are giving notice to individuals of how their information may be used and/or disclosed by THN. Employees shall describe individuals' rights and THN's duties with respect to the use and disclosure of PHI. Each patient will be given the opportunity to review and/or given a copy of the Confidentiality Agreement at their initial service delivery by a THN employee.

- III. **Procedure.**
 - A. Right to Confidentiality Agreement.
 1. All patients will be given an opportunity to review and/or obtain a copy of the Confidentiality Agreement no later than the date of the first service delivery. In an emergency treatment situation, the Confidentiality Agreement will be provided as soon as reasonably practicable after the emergency treatment situation.
 2. THN employees will make a good faith effort to obtain acknowledgement of receipt of the Confidentiality Agreement, and if an acknowledgement cannot be obtained, documentation that a good faith effort was made to obtain such will be provided.
 3. THN employees will post the current version of the Confidentiality Agreement in both English and Spanish.
 4. Whenever the Confidentiality Agreement is revised, it will be made available upon request on or after the effective date of the revision. Further, a good faith effort will be made to obtain an acknowledgement of receipt of the revised Confidentiality agreement and the Confidentiality Agreement will be



prominently posted at the facility or clinic where services are rendered.

5. When interacting with patients and family members with special communication needs, refer to THN's Non-discrimination Communication and Grievances Policy, which is available on our website: <https://triadhealthcarenetwork.com/compliance/>.

B. Contents of the Confidentiality Agreement.

1. The Confidentiality Agreement will be written in plain language.
2. The Confidentiality Agreement will contain the following statement as a header or otherwise prominently displayed:
"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."
3. The Confidentiality Agreement will contain a description, including at least one example of the types of uses and disclosures that THN is permitted to make for each of the following purposes: (1) treatment (2) payment and (3) health care operations. These uses and disclosures will reflect the more stringent law (either state or federal).
4. The Confidentiality Agreement will contain a description of each of the other purposes besides treatment, payment, or health care operations for which the employee is permitted or required to use or disclose PHI without the individual's written authorization. The description of these uses and disclosures will reflect the more stringent law (state or federal). These uses and disclosures include those:
 - a. Required by law.
 - b. For public health activities.
 - c. Regarding victims of abuse or domestic violence.
 - d. For health oversight activities.
 - e. For judicial and administrative proceedings.
 - f. For law enforcement purposes.
 - g. Regarding decedents, such as coroners and medical examiners or funeral directors.
 - h. For cadaveric organ, eye, or tissue donation purposes.
 - i. For research purposes.
 - j. To avert a serious threat to health or safety.
 - k. For specialized government functions.
 - l. For workers' compensation purposes.
 - m. To notify people involved in patients' care.
5. The Confidentiality Agreement will contain a description of the type of uses and disclosures that require authorization, including those for psychotherapy notes, marketing, and the sale of PHI.

6. The Confidentiality Agreement will contain a statement of the individual's rights with respect to PHI and a brief description of how the patient may exercise these rights as follows:
 - a. The right to request restrictions on certain uses and disclosures of health information, such as those uses and disclosures for treatment, payment, health care operations, or disclosures to those involved in the patient's care for notification purposes. The Confidentiality Agreement will also state that THN is not required to agree to a restriction.
 - b. The right to receive confidential communications of PHI, presuming such request is reasonable, by alternative means or at alternative locations.
 - c. The right to inspect and copy PHI in a designated record set, except for psychotherapy notes and information compiled for civil, criminal, or administrative actions/proceedings.
 - d. The right to amend PHI, with certain restrictions.
 - e. The right to receive an accounting of disclosures of PHI made by THN in the six years prior to the date on which the accounting was requested.
 - f. The right of an individual to obtain a paper copy of the Confidentiality Agreement upon request.
 - g. The right to modify their preferences regarding claims data sharing for care coordination and quality improvement purposes with information about how to modify their data sharing preferences via **1-800-MEDICARE**. Even if a Beneficiary has elected to decline claims data sharing. CMS may still engage in certain limited data sharing for quality improvement purposes.
7. THN is required by law to maintain the privacy of PHI and to provide individuals with notice of its legal duties and privacy practices with respect to PHI and to notify affected individuals following a breach of unsecured PHI.
8. THN is required to abide by the terms of the Confidentiality Agreement currently in effect.
9. THN reserves the right to change the terms of its Confidentiality Agreement and to make the new Confidentiality Agreement provisions effective for all PHI that THN maintains. The statement will also describe how THN will provide individuals with a revised Confidentiality Agreement.
10. Individuals may file a complaint with the **THN Compliance & Privacy Helpline at 1-855-809-3042**.
11. The Confidentiality Agreement will contain the name or title and telephone number of a person or office to contact for filing complaints and for further information.



12. The Confidentiality Agreement will include the date it is first in effect, which may be earlier than the date on which it was printed or otherwise published.

C. Additional Information that May Be Included in the Confidentiality Agreement

1. Information about a joint Confidentiality Agreement.
2. An individual's right of refusal to give permission to release PHI if the individual uses a medical tracking device.
3. If THN utilizes a web site to post the Confidentiality Agreement, incorporate language in the Confidentiality Agreement informing individuals of such.
4. A statement pertaining to the minimum necessary rule (see HIPAA Minimum Necessary on THN's website: <http://triadhealthcarenetwork.com/compliance/>).

D. Documentation

1. THN will archive the Confidentiality Agreement and any changes of the Confidentiality Agreement for a period of ten years.
2. THN will retain a copy of the Confidentiality Agreement and any written acknowledgements of receipt of the Confidentiality Agreement, or documentation of their good faith effort to obtain such written acknowledgement.

E. Tracking Receipt of Confidentiality Agreement

1. A good faith effort will be made by THN to obtain written acknowledgement of the receipt to the Confidentiality Agreement on the appropriate acknowledgment form.
 - a. The written acknowledgement will be signed and dated by the patient or their authorized representative.
 - b. If the patient is unable to sign, reasonable efforts shall be made to contact a legally appointed guardian, patient's spouse, adult child, parent, adult sibling, nearest relative, or another legal representative to sign.
 - c. If the patient is unwilling to sign, THN employees will document all attempts at obtaining the patient's signature and any reason the written acknowledgement could not be obtained (i.e., in the case of an emergency treatment situation, or if a patient received but refused to sign).
2. Written acknowledgement will be documented and retained in the medical record (original or electronic copy). THN should be able to locate a current acknowledgement for each patient whether obtained once for a lifetime or at each registration.

F. Changes to the Confidentiality Agreement

1. THN may reserve the right to change its privacy practices as stated in the Confidentiality Agreement. In addition, THN shall be notified of any material changes to:
 - a. Uses or disclosures,



- b. Patient’s rights,
 - c. Other privacy practices stated in the Confidentiality Agreement.
2. In the event of material changes, THN will be responsible for updating its Confidentiality Agreement and making revisions to the corresponding policies and procedures.
- a. No material changes will be implemented prior to the effective date of the Confidentiality Agreement in which the change is reflected, except where required by law.
 - b. The revised Confidentiality Agreement and date of revision will be posted on the practice website.
 - c. Changes are effective for all existing patient information received before the effective date of the change, as well as all patient information received after the effective date, as reserved in the Confidentiality Agreement. The Confidentiality Agreement will reflect the foregoing and will notify patients how the updated Confidentiality Agreement will be communicated.
3. Acknowledgement of the new Confidentiality Agreement is not required if the patient has a previously signed and dated acknowledgement on file that is easily located.

Date	Reviewed	Revised	Notes
January 1, 2022			Originally Published for DCE
May 2023	X		Reviewed for REACH – no changes