

HIPPA Policy

It is the policy of United Way of Suwannee Valley (“United Way”) to ensure the confidentiality of each consumer served by United Way is guaranteed in all communications and situations when information is released and to ensure all United Way employees abide by this policy.

1. It is the policy of United Way to comply with Florida State Law Section 397.501 (7) and Section 394.4615 and Federal Law (42 CFR, Part 2, USC 1320d, and 45 CFR Parts 160, 162, 164), the Health Insurance Portability and Accountability Act and all modifications and other applicable statutes, to ensure the right of confidentiality of each client and protection of confidential information. Confidential information includes any Protected Health Information (PHI) that identifies a specific client, including name, Social Security number, or any other Protected Health Information as defined. This policy includes all situations in which client information is released internally as well as information released externally, including to funding sources.

Obligations and Activities of United Way

United Way agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this policy or as required by law; 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR164.308, physical safeguards as set forth at 45 CFR164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI United Way and the subcontractors; 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to United Way in the same manner that such requirements apply to the Department, and (b) the United Way and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CFR 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements; 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware; 2.1.5 Notify United Way as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data; 2.1.6 Notify the Managing Entity’s Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach). 2.1.7 Provide any additional information requested by the the Department for purposes of investigating and

responding to a breach; 2.1.8 Provide at United Way's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.; 2.1.9 Implement at United Way's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data; 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ; 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the United Way agree to the same restrictions, conditions, and requirements that apply to the United Way with respect to such information. United Way must attain satisfactory assurance in the form of a written contract or other written agreement with their United Way or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the United Way or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d); 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524; 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526; 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the United Way is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by United Way

3.1 The United Way may only use or disclose protected health information covered under this policy as listed below:

3.1.1 The United Way may use and disclose the Department's PHI and/or ePHI received or created by United Way (or its agents and subcontractors) in performing its obligations pursuant to this policy. 3.1.2 The United Way may use the Department's PHI and/or ePHI received or created by United Way (or its agents and subcontractors) for archival purposes. 3.1.3 The United Way may use PHI and/or ePHI created or received in its capacity for the proper management and administration, if such use is necessary (a) for the proper management and administration of United Way or (b) to carry out the legal responsibilities of United Way. 3.1.4 The United Way may disclose PHI and/or ePHI created or received in its capacity as a United Way of the Managing Entity for the proper management and administration of the United Way if (a) the disclosure is required by law or (b) the United Way (1) obtains reasonable assurances from the

person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the United Way of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached. 3.1.5 The United Way may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that United Way has in its possession through its capacity as a United Way of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501). 3.1.6 The United Way may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR 164.514(b). 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR 164.501, 45 CFR 164.508 and 45 CFR 164.514.

Section 4. Provisions for Covered Entity to Inform United Way of Privacy Practices and Restrictions

4.1 Covered entity shall notify United Way of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect United Way's use or disclosure of protected health information. 4.2 Covered entity shall notify United Way of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect United Way's use or disclosure of protected health information. 4.3 Covered entity shall notify United Way of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect United Way's use or disclosure of protected health information.

Section 5. Termination 5.1 Termination for Cause

5.1.1 Upon the United Way's knowledge of a material breach United Way shall either:

5.1.1.1 Provide an opportunity for the United Way to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the United Way does not cure the breach or end the violation within the time specified by the Department; 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the United Way has breached a material term of this Attachment and does not end the violation; or 5.1.1.3 If neither termination nor cure is feasible, United Way shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of United Way Upon Termination

5.2.1 Upon termination of this Attachment for any reason, United Way, with respect to protected health information received from covered entity, or created, maintained, or received by United Way on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for United Way to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the United Way still maintains in any form; 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as United Way retains the protected health information; 5.2.1.4 Not use or disclose the protected health information retained by United Way other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By United Way" which applied prior to termination; and 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by United Way when it is no longer needed by United Way for its proper management and administration or to carry out its legal responsibilities. 5.2.1.6 The obligations of United Way under this Section shall survive the termination of this Attachment.

United Way of Suwannee Valley will destroy all remaining PHI on all devices after the proper time for retaining documents. The Data Security team will wipe the devices clean prior to disposal.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended. 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

ADDITIONAL PROCEDURES (WORKSTATION):

Security measures mandatory as follows:

Employees shall always lock his/her computer when leaving his/her workstation.

Employees shall set the computer to automatically lock if the computer sits idle for more than 10 minutes.

Employees must not share passwords, provide access to any unauthorized person(s), or gain access to another employee's accounts without authorization. This includes passwords for e-mail, voicemail, and programs that access protected health information. Passwords must be changed every 60 days.

Employees shall not establish internet or external connections which could allow unauthorized person to gain access to the agency's computer system with sensitive information.

No files may be posted to the internet without proper authority. The posting of information that does not reflect the standards and policies of the Agency is strictly forbidden. Confidential or proprietary information may only be posted to the internet with management approval.

Employees shall not use unauthorized codes, passwords, or other means to gain access to voice mailboxes of others.