

**COLORADO ACCESS
POLICY AND PROCEDURE**

*Approved by Don Hall
President/Chief Executive Officer*

HIP201
POLICY #

*Reviewed by Charles Dow
Executive Vice President/
Chief Operating Officer*

Effective Date: April 14, 2003

*Reviewed by Virginia Gurley, MD
Vice President of Medical Services/
Medical Director*

Reviewed/Revised Date(s): _____
Reviser Name: _____

*Reviewed by Pat Nelson
Acting Chief Financial Officer*

Date Approved By:
Core Policy Team: March 17, 2003

*Reviewed by Sherry Rohlfig
Vice President of Market Development &
Government Relations*

Origination Date: _____
Originator Name: M.Olney/T McCullough

*Reviewed by Marie Steckbeck
Vice President of Program Integrity
& Strategic Planning*

Date Retired: _____

*Reviewed by Marshall Thomas, MD
Medical Director of Behavioral Health*

*Reviewed by Gary Marx
Director of Human Resources*

Originals & signature page on file with the System Operations Director

Reviewed by Legal

*Reviewed by Beth McKeeman
Systems Operations Director*

**Subject: Confidentiality, Privacy and Security of Corporate and Member Information-
HIP201**

Subject: **Confidentiality, Privacy and Security of Corporate and Member Information-HIP201**

Policy Statement: Colorado Access will protect the confidentiality, privacy and security of corporate and member information that it creates, receives, sends, and maintains. Colorado Access will use and/or disclose member information for the purposes of treatment, payment and operations, and will obtain appropriate authorization as required for other uses and/or disclosures as permitted by law. Colorado Access will provide reasonable safeguards for the protection of corporate and member information to comply with federal and state laws, rules, regulations and contract requirements.

Justification: Statutory, Regulatory and Contractual

Attachments:

- A) Employee Confidentiality Agreement
- B) Committee Participant Confidentiality Agreement
- C) Independent Contractor Confidentiality Agreement
- D) Confidential Fax Cover Sheet
- E) Authorization to Use and/or Disclose Member Protected Health Information
- F) Request for a Restriction on the Uses and/or Disclosures of Member Protected Health Information
- G) Glossary of HIPAA Terms

Departments/LOBs Involved: All

Definition of Terms: See the Glossary of HIPAA Terms

I. Confidentiality of Corporate and Member Information

- A. Colorado Access employees, temporary employees/contract labor, providers, vendors, subcontractors, consultants and anyone acting on behalf of the company are expected to follow federal and state laws, rules, regulations and contractual requirements with respect to maintaining the confidentiality of member and corporate information. Colorado Access employees, temporary employees/contract labor, providers, vendors, subcontractors, consultants and anyone acting on behalf of the company may not use and/or disclose corporate or member information except for the administration of the health plan (i.e. treatment, payment and operations), or as required by law or contract.

Confidentiality, privacy and security of corporate and member information standards are communicated to employees, temporary employees/contract labor, providers, vendors, subcontractors, consultants and anyone acting on behalf of the company as appropriate through routine communications including confidentiality agreements, contract requirements, provider manuals, member handbooks, newsletters, the Notice of Privacy Practices, and company policies.

- B. Employees, temporary employees/contract labor, providers, vendors, subcontractors, consultants and anyone acting on behalf of the company are required to follow Colorado Access confidentiality requirements as reflected below.
1. All Colorado Access employees will sign an *Employee Confidentiality Agreement* (Attachment A) upon employment and annually thereafter. Employees that violate the requirements of the confidentiality agreement are subject to disciplinary action up to and including termination. The Human Resources department maintains employee confidentiality agreements.
 2. Colorado Access includes confidentiality requirements in provider contracts. Upon signing these contracts, providers agree to adhere to federal and state laws, rules and regulations as well as Colorado Access policies and procedures regarding the confidentiality of corporate and member information. The Provider Network Services department maintains signed provider contracts.
 3. Committee participants who are not Colorado Access employees are required to sign at least annually the appropriate confidentiality statement that has been developed for existing Colorado Access Committees stating their commitment and obligation to protect corporate and member information shared during committee meetings at least annually. The Legal Department maintains committee participant agreements. (If a confidentiality agreement is needed for a new committee, the *Committee Participant Confidentiality Agreement* (Attachment B) may be used.)
 4. Colorado Access is permitted by law to share corporate and member information with contractors, vendors, business associates, delegates and other entities that perform services on behalf of Colorado Access or otherwise related to the administration of the health plan. Upon initial contract execution and upon contract renewal, these entities are required to sign the *Independent Contractor Confidentiality Agreement* (Attachment C), which contains requirements for safeguarding and protecting the confidentiality of corporate and member information. The Legal department maintains independent contractor confidentiality agreements.
 5. Colorado Access includes confidentiality requirements in other administrative contracts and agreements. Upon signing these contracts or agreements, entities agree to adhere to federal and state laws, rules and regulations, as well as Colorado Access policies and procedures regarding the confidentiality of corporate and member information. The Legal department maintains signed administrative contracts and agreements.
- C. Colorado Access will implement processes and procedures to limit access for employees, temporary employees/contract labor, providers, vendors, subcontractors, consultants and anyone acting on behalf of the company to corporate and member information to only what is necessary to perform their specific job function.

- D. Colorado Access employees, temporary employees/contract labor, providers, vendors, subcontractors, consultants and anyone acting on behalf of the company will take reasonable precautions to protect the security of corporate and member information.
- E. Colorado Access employees will take reasonable steps to determine and verify the identity and authority of a person or entity when using or disclosing corporate or member information.
 - 1. Colorado Access employees will use the standard company fax cover sheet (Attachment D) that includes a confidentiality disclaimer.
 - 2. All Colorado Access email transmission outside of the organization will include a standard confidentiality disclaimer. (This will be implemented by the IT Department.)
 - 3. Colorado Access employees will make a reasonable effort to verify that information transmitted outside the organization is received by the intended recipient.

II. Uses and Disclosures of Member Information (Authorization Not Required)

- A. Colorado Access employees, temporary employees/contract labor, providers, vendors, subcontractors, consultants and anyone acting on behalf of the company will use and/or disclose member information only as permitted by contact, federal and state law.
- B. Colorado Access is permitted by law to use and/or disclose member information, without obtaining written authorization from the member, for the purposes of Treatment, Payment and Operations (TPO), which includes but is not limited to the activities below.¹

- | | | |
|---|---|---|
| <ul style="list-style-type: none">▪ Authorizations and Referrals▪ Care management▪ Claims Processing▪ Compliance Programs▪ Coordination of Benefits▪ Customer Service▪ Development of Clinical Guidelines▪ Evaluating Provider Performance▪ Formulary Development▪ Fraud and Abuse Detection▪ Healthcare Data Processing▪ Health Promotion | <ul style="list-style-type: none">▪ Information to the member about the member▪ Internal/External Audits▪ Investigations▪ Legal Services▪ Medical Necessity Determinations▪ Member Communication▪ Member Enrollment and Eligibility▪ Outcomes Evaluation▪ Population-based Activities▪ Relating to Improving Health or Reducing Healthcare Costs | <ul style="list-style-type: none">▪ Provider Contracting▪ Provider Credentialing▪ Quality Assessments and Improvement Activities▪ Reimbursement for Healthcare▪ Reinsurance▪ Resolution of Complaints▪ Training Programs▪ Utilization Reporting for Providers▪ Utilization Review |
|---|---|---|

- C. Colorado Access is permitted by law to disclose member information without obtaining written authorization from the member when the information has been “de-identified.” In order for member information to be considered “de-identified,” all individual identifiers must be removed (Refer to Table 1: Individual Identifiers).²

Table 1: Individual Identifiers

¹ 45 CFR §164.506(a)(1)

² 45 CFR §164.514 (a-c)

Table 1: Individual Identifiers	
<ul style="list-style-type: none"> ▪ All geographic subdivisions smaller than a State (street address, city, county, zipcode) ▪ All elements of dates (except year) directly related to the individual, birth date, admission date, discharge date, date of death, ages over 89 ▪ Electronic mail address ▪ Social Security numbers ▪ Telephone numbers ▪ Fax numbers ▪ Medical record numbers 	<ul style="list-style-type: none"> ▪ Health plan beneficiary number ▪ Certificate/license numbers ▪ Vehicle identifiers and serial numbers ▪ Web Universal Resource Locators (URLs) ▪ Internet Protocol (IP) address numbers ▪ Biometric identifiers, including finger and voice prints ▪ Full face photographic images ▪ Any other unique identifying number, characteristic, or code, except as permitted by HIPAA

D. Colorado Access is permitted by law to disclose a “limited data set” of member information without obtaining written authorization from the member to entities conducting research or for public health activities such as conducting public health surveillance, investigations, or interventions. In these situations, the Privacy and Security Official, in conjunction with the Legal department, will execute a data use agreement as required by the HIPAA Privacy Rule.³

E. Colorado Access may disclose member information without obtaining written authorization from the member in the following situations:⁴

1. Purposes required by law
2. Public health activities
3. Victims of abuse, neglect, or domestic violence
4. Health oversight activities
5. Judicial and administrative proceedings
6. Law enforcement activities
7. Deceased individuals
8. Purposes to avert serious threat to health or safety
9. Specialized government functions
10. Worker's compensation

When disclosing member information in these situations, Colorado Access will comply with the requirements described in the HIPAA Privacy Rule. When disclosure is made under any of the above situations and a written authorization has not been obtained from the member, the following information must be immediately provided to the Privacy and Security Official for the purposes of tracking disclosures of member protected health information:

1. Date of request for disclosure
2. Nature of request for disclosure
3. Organization, agency to whom the member protected health information was provided
4. A general statement of what member protected health information was disclosed.

³ 45 CFR §164.514 (e)

⁴ 45 CFR §164.512 (a-l)

F. Colorado Access is required by the HIPAA Privacy Rule to treat a member’s personal representative as the member with respect to uses and disclosures of the member’s information as well as the member’s rights.⁵ The scope of the personal representative’s authority to act for the member under the Privacy Rule derives from his or her authority under applicable law to make healthcare decisions for the member (Refer to Table 2, Who must be Recognized as the Member’s Personal Representative).

Table 2: Who Must be Recognized as the Member’s Personal Representative	
If the member is:	The Personal Representative is:
An adult or an emancipated minor	<p>A person with legal authority to make healthcare decisions on behalf of the member.</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ Has a healthcare power of attorney; ▪ Is a court appointed legal guardian; ▪ Has a general power of attorney; or ▪ Is a parent, guardian, or other person acting <i>in loco parentis</i> with legal authority to make healthcare decisions on behalf of the minor.
An Unemancipated Minor	<p>A parent, guardian, or other person acting <i>in loco parentis</i> with legal authority to make healthcare decisions on behalf of a minor.</p> <p>Except When:</p> <ul style="list-style-type: none"> ▪ A State or other law does not require the consent of a parent or other person before a minor can obtain a particular healthcare service, and the minor consents to the healthcare service; ▪ A court determines or other law authorizes someone other than the parent to make treatment decisions for the minor; ▪ A parent agrees to a confidential relationship between the minor and the physician; or ▪ Colorado Access reasonably believes that the minor has been or may be subjected to domestic violence, abuse, or neglect by the personal representative.
Deceased	<p>A person with legal authority to act on behalf of the decedent or the estate (not restricted to healthcare decisions).</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ The Executor of the deceased member’s estate; ▪ A next of kin or other family member; or ▪ Someone who has been given durable power of attorney.

G. Colorado Access may disclose member information without obtaining written authorization from the member to the Secretary of the U.S. Department of Health and Human Services for the purpose of enforcing the HIPAA Privacy Rule.⁶

⁵ 45 CFR 164.502(g)
⁶ 45 CFR §164.502(a)(2)

- H. Colorado Access may disclose member information without obtaining written authorization from the member to business associates that perform a function or activity on behalf of Colorado Access. Colorado Access will execute contracts with business associates to ensure that member information is protected according to federal and state law (Refer to the *Business Associate Contracts - HIP203* policy).⁷

III. Uses and Disclosures of Member Information (Written Authorization Required)

- A. Colorado Access employees will obtain written authorization from the member prior to using or disclosing their information as required by law.⁸
1. Colorado Access employees are required to obtain written authorization from a member to use and/or disclose protected health information when coordinating wrap-around benefits with agencies that are considered to be “non-covered entities.” Examples of “non-covered entities” include organizations such as, a battered woman shelter, temporary-housing agencies, charitable organizations and/or food banks. If member protected health information is not being shared in order to arrange for wrap-around benefits then an authorization is not required. If you have a question about this process contact the Privacy and Security Official.
 2. Colorado Access will obtain written authorization from the member to use and/or disclose member information for marketing efforts or activities except when the.⁹
 - a. Activity is conducted face-to-face with the member;
 - b. Marketing communication involves a promotional gift of nominal value;
 - c. Information is provided for the purpose of furthering or managing the treatment of an individual, such as directing or recommending to that individual alternative treatments, therapies, healthcare providers or settings of care; or
 - d. Information is in the form of population-oriented communications that promote health in a general manner, such as health promotion newsletters.
 3. The HIPAA Privacy Rule extends special protections for psychotherapy notes. Colorado Access is required to obtain written authorization from the member to use and/or disclose psychotherapy notes except when.¹⁰
 - a. The notes are used by the originator of treatment;
 - b. The use and/or disclosure is for training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills in a group, joint or family session;
 - c. The use and/or disclosure is to defend a legal action or other proceeding brought by the member;
 - d. The use and/or disclosure is by the originator and required by law, for an oversight agency, coroner, medical examiner, funeral director and/or to avert serious threat to a person, public health and/or safety.

⁷ 45 CFR §164.502(e)(1)

⁸ 45 CFR §164.508(a)(1)

⁹ 45 CFR §164.508 (a)(3), Health-Related Communications and Marketing DHHS/OCR HIPAA Privacy Technical Guidance.

¹⁰ 45 CFR §164.508

4. Colorado Access will obtain written authorization from the member to use and/or disclose member information for research purposes except when.¹¹
 - a. The member information has been de-identified;
 - b. The member information is a part of a data use agreement;
 - c. Colorado Access receives a waiver of research approved by an Institutional Review Board (IRB) or a Privacy Board; or
 - d. Colorado Access receives assurances from the researcher, either verbally or in writing, that the use and/disclosure of the member information is solely for the purpose of preparing a research protocol (e.g. to design a research study or to assess the feasibility of conducting a study).
5. Colorado Access employees will obtain written or verbal authorization from a member before disclosing their information to any person identified by the member and who is directly involved with the member's healthcare.

If the member is incapacitated or an emergency situation exists, Colorado Access may exercise professional judgment to determine whether the disclosure of the member's information is in the best interest of the member, and if so, disclose only the information that is directly relevant to the identified person's involvement with the member's healthcare. This may include allowing a person identified by the member to pick up filled prescriptions, medical supplies, X-rays, or other similar forms of protected health information.¹²

- C. Colorado Access may receive a request for member information from an outside entity that has obtained a written authorization from a Colorado Access member (e.g. an attorney litigating on behalf of a Colorado Access member). Colorado Access employees, with assistance from the Privacy and Security Official, will review the submitted authorization form to verify that all the authorization elements required by the HIPAA Privacy Rule are completed. If it is determined that all of the required elements are completed, the member information may be disclosed to the requesting entity. However, if the authorization form is incomplete, the request for member information will be denied, until a completed authorization form is submitted.

IV. Obtaining a Written Authorization to Use and/or Disclose Member Information

- A. The Privacy and Security Official will develop and maintain the Colorado Access authorization form to comply with applicable federal and state law.¹³
- B. To obtain a member's written authorization:
 1. Complete the Colorado Access *Authorization to Use and/or Disclose Member Information* form (See Attachment E).
 2. Inform the member of their right to request a restriction of disclosures.
 3. Verify that all required elements are completed.¹⁴

¹¹ 45 CFR §164.512(i)

¹² 45 CFR §164.510(a)(1)(2)

¹³ 45 CFR 164.508(c)

4. Provide the completed authorization to the member to review and sign.
5. Provide the member with a copy of the signed authorization.¹⁵

C. Written authorizations to use and/or disclose member information are time-limited, as specified on the form, and are not to exceed one (1) year.

V. Using and Requesting the “Minimum Necessary” Amount of Member Information

A. Colorado Access employees will take reasonable steps to ensure that only the minimum necessary amount of member information is used, requested or disclosed, as needed, to accomplish their specific job function.¹⁶

VI. Requests From Members to Access Information

A. Unless otherwise required by contract, Colorado Access will utilize the following processes to address member requests for access to information:

1. Colorado Access members have the right to inspect and/or request a copy of their health information under the HIPAA Privacy Rule. Colorado Access members are required to submit such requests in writing to the Privacy and Security Official. Colorado Access will act on such requests within thirty (30) days from date of receipt.¹⁷

Under certain circumstances, Colorado Access is permitted under the HIPAA Privacy Rule to deny members the opportunity to inspect or obtain a copy of their information.¹⁸ When a member is denied access to such information, a written notification explaining the reason for the denial and a description of the member’s right to request that the denial be reviewed will be provided to the member. In the event that a review is warranted, the review will be conducted by a licensed healthcare professional not involved in the initial decision to deny.¹⁹

2. Colorado Access may impose a nominal charge to members for providing copies of their health information.
3. Colorado Access members have the right to request that an amendment be made to their health information under the HIPAA Privacy Rule. All such requests are required to be in writing and submitted to Privacy and Security Official. The Privacy and Security Official will act on the member’s request within sixty (60) days from the date of receipt.²⁰ If the request for an amendment is denied Colorado Access will provide a statement of denial to the member in accordance with the requirements of the HIPAA Privacy Rule.²¹
4. Colorado Access members have a right to receive their health information in a confidential manner either at an alternative location or by an alternative means.

¹⁴ 45 CFR 164.508(b)

¹⁵ 45 CFR 164.508(d)

¹⁶ 45 CFR 164.502(b)

¹⁷ 45 CFR §164.524(a)(1)

¹⁸ 45 CFR §164.524(a)(2,3)

¹⁹ 45 CFR §164.524(3)

²⁰ 45 CFR 164.526 (b),(2)(i)

²¹ 45 CFR §164.526(a)

Colorado Access will make a reasonable effort to accommodate member requests for confidential communication of their health information.²²

5. Colorado Access members have the right to request a restriction on disclosures of their health information under the HIPAA Privacy Rule. Such requests are to be in writing using the *Request for a Restriction on the Uses and Disclosures of Health Information by Colorado Access Form* (Attachment F) and submitted to the Privacy and Security Official. Colorado Access members may terminate an existing restriction by submitting the request in writing to the Privacy and Security Official.²³

Under certain circumstances, Colorado Access is permitted under the HIPAA Privacy Rule to deny members the opportunity to restrict the use and/or disclosure their information.²⁴ When a request for a restriction is denied, a written notification explaining the reason for the denial will be sent to the member.²⁵

6. Colorado Access members have the right to revoke an authorization to use and/or disclose their information under the HIPAA Privacy Rule. A request to revoke an authorization must be submitted in writing to the Privacy and Security Official. Colorado Access will take a reasonable effort to comply with the member's request to revoke an authorization to the extent possible. Colorado Access is not required to comply with the member's request for revocation for member information that has already been used and/or disclosed in accordance with a previously obtained authorization. Colorado Access will make a reasonable attempt to provide written notification to any previous recipients of the member's information about the member's revocation.²⁶

VII. Accounting for Disclosures of Member Information

- A. Unless otherwise required by contract, Colorado Access will utilize the following processes for accounting for disclosures of member information:
 1. The Privacy and Security Official will track all disclosures of member information made for purposes other than treatment, payment or operations for six (6) years. The Privacy and Security Official is not required to track disclosures made:²⁷
 - a. Prior to the effective date of the rule;
 - b. To law officials or correctional institutions;
 - c. To the member;
 - d. For national security or intelligence purposes; and
 - e. To people involved in the member's care.
 2. Colorado Access members have the right to receive an accounting of all disclosures of their health information made by Colorado Access during the six (6) years prior to the date on which the request is made except for disclosures.²⁸

²² 45 CFR §164.522(b)

²³ 45 CFR §164.522(a)

²⁴ 45 CFR §164.522 (a)(1)(i)

²⁵ 45 CFR §164.524(d)

²⁶ 45 CFR 164.508(5)

²⁷ 45 CFR 164.530 (j)

²⁸ 45 CFR §164.528(a)

- a. That occurred prior to April 14, 2003;
 - b. Necessary to carry out treatment, payment and operations;
 - c. To the individual;
 - d. As part of a limited data set; or
 - e. As required by law (such as national security, correctional institutions or law enforcement).
3. Requests from Colorado Access members for an accounting of disclosures of their health information must be submitted in writing to the Privacy and Security Official. Colorado Access will provide a written accounting to the member that will contain the required information described in the HIPAA Privacy Rule.²⁹
4. Colorado Access may temporarily suspend a member's right to receive an accounting of disclosures when a health oversight agency or law enforcement official requests such a suspension in writing and specifies a time period for the suspension. The Privacy and Security Official will continue to track disclosures during the suspension.³⁰

VIII. Member Complaints Regarding HIPAA-Related Issues

- A. Any complaints received by Colorado Access regarding the confidentiality, privacy and security of member information will be addressed according to the Colorado Access *Complaints and Appeals - ADM203* policy. However, employees responsible for responding to such complaints must notify the Privacy and Security Official who will assist in the resolution of the complaint.

²⁹ 45 CFR §164.528(b)

³⁰ 45 CFR §164.528 (a)(2)

IX. General Administration

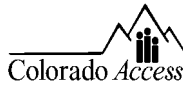
- A. Colorado Access will retain all appropriate and necessary documentation (paper and electronic) regarding the standards outlined in this policy for six (6) years from the date the documentation was created or when it was last in effect, whichever is later.³¹
- B. Colorado Access will change its policies and procedures as necessary and appropriate to comply with changes in law, standards, requirements or specifications as it pertains to the HIPAA Privacy Rule.³²
- C. The Colorado Access Privacy and Security Official and the Corporate Compliance Officer will work with the Staff Attorney/General Counsel to make recommendations to management to address any issues or concerns that may arise due to the unauthorized use and/or disclosure of a member's information by employees, providers, agents or business associates.³³
- D. To protect the privacy of protected health information, Colorado Access will provide appropriate.³⁴
 - 1. Administrative safeguards, such as authorization procedures for granting access controls to terminals, programs, files, or processes; procedures that determine a workforce member's initial right of access to a terminal, programs, files, or processes; and procedures to modify a workforce member's established right of access to terminals, programs, files, or processes.
 - 2. Technical safeguards, such as limiting access to health information to those employees who have a business need to access it; emergency access procedures; and context-based, role-based, or user-based access.
 - 3. Physical safeguards, such as access controls that provide protection of sensitive communications transmissions over open or private networks so that they cannot be easily intercepted and interpreted by parties other than the intended recipient.

³¹ 45 CFR §164.530(j)(1)

³² 45 CFR §164.528(i)(2)(3)

³³ 45 CFR §164.530(f)

³⁴ 45 CFR §164.530©



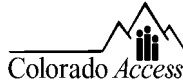
Attachment A Employee Confidentiality Agreement

The undersigned is an employee on a permanent, temporary or temporary-to-hire basis, ("Employee"), of Colorado Access, a Colorado nonprofit corporation. The undersigned acknowledges that, in such capacity, Employee receives financial remuneration or other consideration which benefits Employee and, in exchange therefor, agrees to the covenants and conditions contained in this Confidentiality Agreement.

During the course of his/her employment with Colorado Access, Employee shall gain access to certain confidential information, including proprietary data, documents, methods, practices and procedures with which Colorado Access conducts its business (hereinafter collectively referred to as "proprietary information"), as well as privacy protected patient, employee, or vendor information. Confidential information shall be deemed to include all or any of the foregoing information except for information which is (a) at any time in the public domain other than (i) in violation of this Confidentiality Agreement or (ii) by the acts of another person or entity which is bound by a confidentiality agreement with Colorado Access or is otherwise prohibited from transferring such information; (b) at a time rightfully received by Employee in writing from a third party who has the right to furnish such information to Employee without restriction on disclosure or use; (c) rightfully known to Employee without any restriction on disclosure or use prior to receipt of such information from Colorado Access and Employee presents written evidence thereof reasonably satisfactory to Colorado Access; (d) generally made available in writing to third parties by Colorado Access without restriction on disclosure or use; or (e) required by law to be disclosed.

Therefore, the parties agree as follows:

- _____ 1. Employee will maintain the confidentiality of all confidential information as defined above, and will not disclose any confidential information or any part thereof to any person or entity not a member of Colorado Access or an employee, consultant, or advisor of Colorado Access. Employee will not at any time, either during his/her employment with Colorado Access or thereafter, use for his/her own benefit or divulge, furnish or otherwise make available, either directly or indirectly, to any person, firm, corporation or other entity any confidential information used by or relating to Colorado Access. Employee shall keep all proprietary and privileged information strictly and absolutely confidential.
- _____ 2. Employee, upon the cessation of his/her employment with Colorado Access or upon termination of his/her employment with Colorado Access, whichever occurs first will immediately surrender and deliver to Colorado Access all originals and copies of all lists, books, records, memoranda, documents and data of every kind and in every form (i.e. electronic, hard copies) relating to proprietary information of Colorado Access and all other property belonging to Colorado Access.
- _____ 3. Employee, during his/her employment with Colorado Access, upon the cessation of his/her employment with Colorado Access or upon termination of his/her employment with Colorado Access, will immediately report any known or suspected violation of this Confidentiality Agreement or of any Colorado Access policy by any other employee, consultant, agent, advisor or any entity with an existing or prospective business relationship with Colorado Access to his/her supervisor, another manager, the Corporate Compliance Officer, or the Corporate Compliance Hotline.
- _____ 4. To the extent provided by law, Employee shall protect the confidentiality of all Colorado Access member records. Except for purposes directly connected with the performance of his/her employment, no information about or obtained from any Colorado Access member in possession of Employee shall be disclosed in a form identifiable with the Colorado Access member without the prior written consent of the Colorado Access member or a minor's parent or guardian, provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals.



Attachment A
Employee Confidentiality Agreement

- _____ 5. Employee acknowledges that a breach of any provisions of this Agreement may result in continuing and irreparable damage to Colorado Access for which there may be no adequate remedy of the law. Colorado Access, in addition to all relief available under the full extent of the law, shall be entitled to the issuance of an injunction restraining the undersigned from committing or continuing any breach of this Agreement.
- _____ 6. If any provision of this Agreement shall be determined by a court having jurisdiction to be invalid, or illegal or unenforceable, the remainder of this Agreement shall not be affected but shall continue in full force and effect as though such invalid, illegal or unenforceable provision were not originally a part of this Agreement. Employee shall indemnify and hold harmless Colorado Access from and against any and all damages, liabilities, actions, suits, proceedings, lawsuits, costs and expenses (including but not limited to reasonable attorneys' fees and expert fees and court costs) arising out of or in connection with the breach by Employee of this Confidentiality Agreement and/or the enforcement of this indemnification.
- _____ 7. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, irrespective of the fact that a party hereto may not be a resident of that State. The obligations of Employee shall survive for a period of five (5) years after termination of Employee's relationship with Colorado Access.

INTENDING TO BE LEGALLY BOUND, the parties executed this Agreement as of the date first above written.

COLORADO ACCESS

By: _____

Title: _____

Date: _____

EMPLOYEE

By: _____

Title: _____

Date: _____



Attachment B
Committee Participant Confidentiality Agreement

NAME OF COLORADO ACCESS COMMITTEE:

As a member/guest of the committee listed above, I acknowledge that I will have access to sensitive, confidential and proprietary information relating to the business, operations, financial condition, developing business relationships or quality improvement activities relating to Colorado Access.

I understand that maintaining confidentiality is vital to the free and candid discussions necessary to effectively administer the operations of Colorado Access.

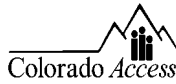
Therefore, I agree to respect and maintain the confidentiality of all discussions, deliberations, records, and information generated in connection with these activities, and to refrain from voluntary disclosures of such information except to persons authorized to receive it in the context of administrative or medical affairs of the health plan.

Furthermore, my participation in committee activities is in reliance upon the belief that the confidentiality of these activities will be similarly preserved by every other individual(s) involved.

I understand Colorado Access is entitled to undertake such action as is deemed appropriate to maintain this confidentiality, including action necessitated by any breach or threatened breach of the statement.

Signed: _____ Dated _____

Please print name: _____



Attachment C

Independent Contractor Confidentiality Agreement

Independent Contractor has a prospective business relationship with Colorado Access. The Independent Contractor acknowledges that, in such capacity, the Independent Contractor receives financial remuneration or other consideration which benefits Independent Contractor pursuant to the Independent Contractor Agreement with Colorado Access and, in exchange therefor, agrees to the covenants and conditions contained in this Confidentiality Agreement.

I. Proprietary and Confidential Information.

Proprietary and Confidential Information is defined as information, written, recorded or stored on paper, disk, diskette, tape, computer memory or other tangible medium, including, but not limited to, performance, sales, financial, contractual, and marketing information, member information, software (including but not limited to object codes, program codes and/ or software applications), computer programs, trade secrets, files, records, lists, forms, intellectual property, data, research, products, concepts and/ or processes, furnished pursuant to this Agreement and the Independent Contractor Agreement, and identifiable as being Proprietary and Confidential when furnished.

II. Proprietary and Confidential Information and Usage.

- a) During the course of the relationship between Colorado Access and the Independent Contractor, the parties may exchange and/or make available to each other certain Proprietary and Confidential Information as required for each to perform its respective obligations pursuant to this Agreement. The party receiving Proprietary or Confidential Information agrees to hold such information in confidence from and after the date it is received.
- b) The parties hereby agree to maintain the confidentiality of all Proprietary or Confidential Information and to not disclose any Proprietary or Confidential Information or any part thereof to any person or entity not an employee, consultant, advisor or assignee of the disclosing party.
- c) Proprietary or Confidential Information shall be used by the receiving party only in connection with the project contemplated in this Agreement and the Independent Contractor Agreement.
- d) Neither party shall use, for any purpose not connected with the performance of the Independent Contractor Agreement, any Proprietary or Confidential Information received by it, or divulge any Proprietary or Confidential Information to any person or entity without the prior written consent of the other party.

III. Protection of Proprietary and Confidential Information.

- a) The standard of care for protecting Proprietary or Confidential Information imposed on the party receiving such information shall be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential information.
- b) Notwithstanding the foregoing, the obligation with respect to the protection and handling of Proprietary or Confidential Information, as set forth in this Agreement, is not applicable to the following:
 - (i) information which becomes lawfully known or available to the receiving party from a source other than the disclosing party without breach of this Agreement by the recipient and without knowledge that such information was obtained in violation of another confidentiality agreement to which the disclosing party was a party;
 - (ii) information developed independently by the receiving party;
 - (iii) information which at the time of disclosure is within the public domain without breach of this



Attachment C

Independent Contractor Confidentiality Agreement

Agreement by the recipient;

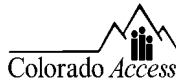
- (iv) information disclosed with the written approval of the other party;
 - (v) information which is or has been disseminated to third parties (other than affiliated companies) on a non-restricted basis by the disclosing party; and
 - (vi) information known by the receiving party prior to its receipt from the other party.
- c) Nothing herein shall prevent any party from disclosing any Proprietary or Confidential Information on a restricted basis pursuant to a lawful order of a court or government agency, but only to the extent of such order. The party making disclosure pursuant to such order shall give immediate notice to the other party in order to allow the other party to seek a protective order or other relief desired.
- d) Nothing herein contained shall prevent the receiving party from divulging Proprietary or Confidential Information to its employees, consultants and affiliate companies which have a legitimate need to know in performance of this Agreement and the Independent Contractor Agreement, and who are bound to the same restrictions with respect thereto as are assumed hereunder.

IV. Ownership.

- a) Unless otherwise agreed in writing by the parties, all Proprietary or Confidential Information disclosed hereunder shall remain the property of the disclosing party, and upon written request by the disclosing party shall at its option, within thirty (30) days, either:
- (i) return all tangible forms of the Proprietary or Confidential Information including any and all copies thereof to the disclosing party; or
 - (ii) destroy all tangible forms of the Proprietary or Confidential Information, including any and all copies thereof, erase any copies maintained in machine readable form or in computer memory, and promptly certify to the disclosing party that all such tangible forms and copies have been destroyed.
- b) Nothing contained herein shall be construed as granting the receiving party a license, either express or implied, under any patent, copyright, trademark, trade secret, or other intellectual property right, owned or obtained, or which is or may be licensable, by the disclosing party.

V. Colorado Access Members Confidentiality.

- a) To the extent provided by law, the Independent Contractor shall protect the confidentiality of all Colorado Access member records and other materials that are maintained in accordance with this Agreement and the Independent Contractor Agreement. Except for purposes directly connected with the administration of this project, no information about or obtained from any Colorado Access member in possession of Independent Contractor shall be disclosed in a form identifiable with the Colorado Access member without the prior written consent of the Colorado Access member or a minor's parent or guardian, provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals. The Independent Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Independent Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.



**Attachment C
Independent Contractor Confidentiality Agreement**

b) The Independent Contractor may store the Proprietary or Confidential Information as part of an internal aggregated data base and use such information, to compile and generate “blinded” information which shall contain no unique identifiers and/or data fields that will reveal and/or allude to the identification of either Colorado Access and/or its members.

VI. Publication.

Prior to any publication of any such Proprietary or Confidential Information by either party, the publishing party shall seek in writing from the other party its written permission to publish Proprietary or Confidential Information. Any such document referencing any of Colorado Access’ Proprietary or Confidential Information shall represent, list and identify Colorado Access as equal authors of such information, report and or publication.

VII. Term.

The obligations and duties of the parties under this Confidentiality Agreement shall survive termination of the Independent Contractor’s contractual relationship with Colorado Access.

VIII. Damages.

The Independent Contractor shall indemnify and hold harmless Colorado Access, and Colorado Access shall indemnify and hold harmless the Independent Contractor, from and against any and all damages, liabilities, actions, suits, proceedings, lawsuits, costs and expenses (including but not limited to reasonable attorneys’ fees, expert fees and court costs) arising out of or in connection with the breach by either party of this Confidentiality Agreement and/or the enforcement of this indemnification.

IX. Governing Law.

This Confidentiality Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado (without regard to any conflict of laws principles) and all actions, suits, and proceedings in connection with this Agreement shall be brought in the courts of the State of Colorado. The invalidity or un-enforceability of any particular provision of this Confidentiality Agreement in whole or in part shall not affect any other provisions hereof. This Confidentiality Agreement shall be binding upon and inure to the benefit of the Independent Contractor and Colorado Access and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this CONFIDENTIALITY AGREEMENT as the date first stated above.

COLORADO ACCESS

INDEPENDENT CONTRACTOR

(Signature)

(Signature)

(Print Name)

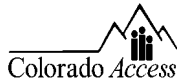
(Print Name)

(Title)

(Title)

(Date)

(Date)



**Attachment D
Confidential Fax Cover Sheet**

DATE: _____

TO: _____	
FAX# _____	PHONE# _____

FROM: _____	
FAX# _____	PHONE# _____

PAGES (Including Cover Page) _____

- | | | |
|-------------------------------------|---|---|
| <input type="checkbox"/> Urgent | <input type="checkbox"/> For your review | <input type="checkbox"/> Please comment |
| <input type="checkbox"/> Reply ASAP | <input type="checkbox"/> For your information | <input type="checkbox"/> Other _____ |

**This is a sample of the standard confidentiality
fax coversheet. A fax cover sheet will be created
for each line of business and will be available
on the company's intranet.**

******Confidentiality Notice******

The documents accompanying this teletype transmission contain confidential information belonging to the sender that is legally privileged. This information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party and is required to destroy the information after its stated need has been fulfilled, unless otherwise required by state law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this teletype in error, please notify the sender immediately to arrange for return of these documents.

Colorado Access
10065 E. Harvard Ave., Suite 600 Denver Colorado 80231
720-744-5100



Authorization to Use and/or Disclose Member Protected Health Information

I give my permission for the use and/or disclosure of my health information and/or medical records as described below. I understand that my permission is voluntary and if I do not give my permission my healthcare will not be affected. I understand that if the person or organization that I give permission to receive my information is not a health plan or healthcare provider, the information that is disclosed may no longer be protected by federal privacy regulations. ***This form must be filled out completely for all authorizations.***

Member Name _____	Address _____
Member ID (SSN or Medicaid ID#) _____	_____
Persons/Organizations <u>providing</u> the information:	Persons/Organizations <u>receiving</u> the information (Recipient):
_____	_____
_____	_____
This health information and/or medical record is being disclosed for the following purposes:	

By initialing the spaces below, I give my permission for the use and/or disclosure of the following health information and/or medical records:

<input type="checkbox"/> Medical records or health information	<input type="checkbox"/> Medications
<input type="checkbox"/> Billing Statements	<input type="checkbox"/> Psychiatric History
<input type="checkbox"/> Emergency and urgent care records	<input type="checkbox"/> Treatment Plan
<input type="checkbox"/> Laboratory reports	<input type="checkbox"/> Treatment Discharge Summary
<input type="checkbox"/> Medical History and Treatment	
<input type="checkbox"/> Other Explain: _____	

You must individually initial the following types of health information in order for such information to be included in the use and/or disclosure of other health information as indicated above:

- HIV/AIDS related information and/or records
- Psychotherapy Notes
- Genetic Testing information and/or records
- Sickle Cell Anemia related information and/or records
- Drug/alcohol diagnosis, treatment and referral information (Federal regulations require a description of how much and what kind of information is to be disclosed.) Describe type of information _____

The health information that is to be used and/or disclosed covers the following dates of service:

All dates of services _____ or Specify which dates of service apply: _____

Please Initial

Colorado Access
10065 E. Harvard Ave., Suite 600 Denver Colorado 80231
720-744-5100



Attachment E Authorization to Use and/or Disclose Member Protected Health Information

The Member or the Member's Representative must read and initial the following statements:

Continued on Reverse →
April 2003

- a. I understand that my healthcare and the payment for my healthcare will not be affected if I do not sign this form. **Member's Initials** _____
- b. I understand that I may see and receive a copy my health information described on this form if I ask for it, and that I may receive a copy of this form after I sign it. **Member's Initials** _____
- c. I understand that my permission will expire on ____/____/____(DD/MM/YY)
Member's Initials _____ (my permission for use and/or disclosure may not exceed one-year)
- d. I understand that I may withdraw this authorization at any time by notifying the providing organization in writing, but if I do, it will not stop information that has already been disclosed. **Member's Initials** _____
- e. I understand that I may restrict the use and/or disclosure of my information. **Member's Initials** _____
- f. I understand that Colorado Access will not receive financial or in-kind compensation for the use and/or disclosure of my health information. **Member's Initials** _____

Date _____

Signature of the Member or the Member's Legal Representative
(This form must be completed before signing)

Print the Member's Name

Print the Name of the Member's Legal Representative

Relationship to the Member

DISTRIBUTION OF THIS FORM IS AS FOLLOWS:

- ✓ Provide a copy to the Member or the Member's Legal Representative upon request.
- ✓ Retain a copy in the Member's file.

Colorado Access
10065 E. Harvard Ave., Suite 600 Denver Colorado 80231
720-744-5100



Attachment F
Request for a Restriction on the Uses and/or Disclosures of
Member Protected Health Information

Member's Name: _____

Member's ID Number (SSN or Medicaid ID): _____

Describe the restriction you are requesting of Colorado Access on its uses and disclosures of your health information:

Information on your rights to request a restriction. You have the right to ask Colorado Access to restrict how your information is used and/or disclosed for purposes of treatment, payment, or healthcare operations. You also have the right to ask Colorado Access to restrict disclosures of your information to those family members or others involved in your care or involved in the payment of your care or for notification purposes. We are not required to agree to your request. If we agree Colorado Access will make a reasonable effort to abide by the agreement except when you require emergency treatment. If we do not agree to your request, we will notify you of our decision in writing.

Acknowledgement. By submitting this form, I hereby request Colorado Access to restrict uses and disclosures of my health information as described above. I understand that Colorado Access is not required to agree to my request.

Name of Member or Personal Representative (Please Print):

Signature of Member or Personal Representative:

_____ Date: _____

FOR COLORADO ACCESS USE ONLY:

Date form received at Colorado Access: _____

Name/title of staff member who received this form:

This form must be forwarded to the Privacy and Security Official.

April 2003

Colorado Access
10065 E. Harvard Ave., Suite 600 Denver Colorado 80231
720-744-5100



Colorado Access
Attachment G
Glossary of HIPAA Terms

All definitions are quoted from the HIPAA Privacy Rule (45 CFR §164.501)

1. Authorization: is permission granted by the member or the member's guardian to use or disclose protected health information for purposes other than treatment, payment, healthcare operations or uses and disclosures permitted or required by the Privacy Rule.
2. Business Associate: is a person or organization that performs a health care function or activity on behalf of a covered entity, and has access to PHI in the course of performing the function or activity, but is not a part of the covered entity's workforce. A business associate can also be a covered entity.
3. Covered Entity: is a health plan, healthcare clearinghouse, or healthcare provider that transmits health information in electronic form through a transaction covered under HIPAA.
4. Disclosure: is the release, transfer, provision of access to, or divulging in any other manner of protected health information outside of Colorado Access.
5. De-identification: the process of removing information that identifies a member to make the individually identifiable health information non-protected health information under the Privacy Rule. (See §164.514(a)(b))
6. Individually Identifiable Health Information: is any health information including demographic information collected from a member relating to past, present, or future condition, provision of healthcare or payment for healthcare. Information is considered to be individually identifiable if it includes data that can, in any way, be used directly or indirectly to identify a member.
7. Limited Data Set: is information that excludes certain direct identifiers of the individual or of relatives, employers, or household members of the individual.
8. Marketing: to make a communication about a product or service with the purpose of encouraging recipients of the communication to purchase or use the product or service.
9. Minimum Necessary: the principle that to the extent practical, individually identifiable health information should only be disclosed to the extent needed to support the purpose of the disclosure.
10. Operations: includes functions such as quality assessment and improvement activities, reviewing competence or qualifications of healthcare professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development, and general business and administrative activities.
11. Payment: is activities undertaken to obtain or provide reimbursement for healthcare, including determinations of eligibility or coverage, billing, collection activities, medical necessity determinations or utilization review.
12. Personal Representative: is a person who has authority under applicable law to make decisions related to healthcare on behalf of an adult or emancipated minor, or who is the parent or guardian.
13. Protected Health Information (PHI): is individually identifiable health information that is transmitted or maintained in any form or medium (oral, paper, or electronic). This definition excludes information in



Colorado Access
Attachment G
Glossary of HIPAA Terms

educational records covered by the Family Educational Right and Privacy Act (FERPA) and records described at 20 U.S.C. 1232g(a)(4)(B)(iv)

14. Psychotherapy Notes: is any notes recorded (in any medium) by a healthcare provider who is a mental health professional. These notes could be documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family session, and that are separated from the rest of the member's medical record. Psychotherapy notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.
15. Research: is a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.
16. Required by law: means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to healthcare providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
17. Treatment: is the provision, coordination, or management of healthcare and related services, by one or more healthcare providers, including the coordination or management of healthcare by a healthcare provider with a third party, consultation between healthcare providers relating to a patient, or the referral of a patient for healthcare from one healthcare provider to another.
18. Use: with respect to individually identifiable health information, the sharing, employment, application, utilization or analysis of protected health information within Colorado Access.