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# **HIPAA Privacy Manual**

## **WinCo Foods, Inc.**

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# INTRODUCTION

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## **About this Manual**

Under the authority of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Department of Health and Human Services (“HHS”) has promulgated rules and regulations regarding privacy of health information. These rules will be referred to in this Manual as the HIPAA Privacy Rules (“Privacy Rules”).

Compliance with the Privacy Rules is not optional for employer-sponsored health plans. The Privacy Rules are requirements of federal law. The Privacy Rules will require many health plan sponsors to implement written policies and procedures, as well as certain changes in organization practices.

All personnel involved in management, administration or technical support (“Company personnel”) of the Company’s health benefits plan, as set forth in the Summary Plan Description dated October 1, 2013, as subsequently revised or subsequently restated (“the Plan”), are expected to read and adhere to the policies and procedures contained in this HIPAA Privacy Manual (“Manual”). Failure to do so may result in legal liability to the Company and disciplinary action against Company personnel.



# **POLICIES AND PROCEDURES**

Section A: Workforce Policies

Section B: General Policies Regarding Disclosure of Protected Health Information

Section C: Disclosures Without Written Authorization

Section D: Plan Participant Rights

Section E: Organizational Matters



## **Section A: Workforce Policies**



## 1. Personnel Designations

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- 1.1 **Privacy Officer.** The Company will designate a person to act as its privacy officer. The privacy officer will have responsibility for the overall implementation and oversight of the Company's compliance with the HIPAA Privacy Rules. Specifically, the privacy officer will:
- Oversee the implementation of the policies and procedures contained in this Manual.
  - Ensure that applicable Company personnel are trained regarding the policies and procedures in this Manual as appropriate for their positions and job functions.
  - Provide a copy of this Manual to applicable Company personnel and ensure that such personnel follow the policies and procedures contained herein.
  - Investigate and respond to complaints pursuant to Section E.2, and take appropriate action in response.
  - Receive and respond to requests under the Plan Participant Rights provisions in Section D.
  - Maintain all documentation required by this Manual and the HIPAA Privacy Rules.
- 1.2 **Contact Person.** The Company will designate a "contact person," to whom plan participants may make inquiries or submit complaints regarding the Company's privacy policies, procedures or conduct. The Company may choose to have its privacy officer and contact person be the same person. The Company's Notice of Privacy Practices will state the name of its privacy officer and contact person.



## **2. Training of Company Personnel**

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- 2.1 **Training – Generally.** The Company will train all applicable Company personnel regarding the HIPAA Privacy Rules, as well as this Manual, as necessary and appropriate for personnel to carry out their respective job duties.
- 2.2 **Time for Completion of Training.** Initial training of existing Company personnel will be completed prior to October 1, 2013. Training of employees hired after October 1, 2013, will be completed within thirty (30) days of hiring. Ongoing training will be provided to Company personnel as necessary to maintain competency regarding HIPAA policies and procedures, or as needed for changes in the HIPAA Privacy Rules or this Manual.
- 2.3 **Documentation of Training.** Training of Company personnel will be recorded in the Privacy Training and Education Log (Appendix E), and this log will be maintained by the Company for a minimum of six (6) years.
- 2.4 **Methods of Training.** Company management and the privacy officer will use their discretion as to the method, location and frequency of training. Such training may, however, include some or all of the following:
- In-service meetings among Company personnel.
  - Review of this Manual.
  - Attendance at programs and seminars.
  - Review of professional literature and publications.
  - Use of Internet resources (Appendix I).
  - Retained consultants and professional advisers.



### 3. Workforce Discipline

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3.1 **Enforcement of Privacy Policies.** Company personnel are expected to adhere to the policies and procedures set forth in this Manual. Employees who violate the provisions of this Manual will be subject to discipline, which may include:

- A written warning in the employee's personnel file.
- Placement on probation.
- Mandatory additional training regarding the HIPAA Privacy Rules.
- Demotion or reassignment of job duties.
- Termination.

The privacy officer will maintain a record of all disciplinary action for a minimum of six (6) years.

3.2 **Reporting of Privacy Violations.** Company personnel are encouraged to report any violation of the provisions of this Manual to the privacy officer. The Company will not retaliate against any employee for reporting a privacy violation or for supporting a plan participant's privacy rights.

3.3 **Prevention of Further Violations.** To the extent that privacy violations or deficiencies are reported or discovered, the Company will take reasonable steps to ensure that similar violations do not occur in the future.



## **Section B: General Policies Regarding Disclosure of Protected Health Information**



## **1. General Statement**

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The Company will not use or disclose protected health information except as allowed by the HIPAA Privacy Rules, other federal and state laws, and the provisions of this Manual.



## **2. Authorization for Release of Protected Health Information**

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- 2.1 **General Statement.** Except in those situations described in Section C of this Manual, protected health information may not be disclosed unless a written authorization has been signed by the appropriate individual.
- 2.2 **Valid Authorizations.** To be a valid authorization, the authorization must:
- Be in writing;
  - Be signed and dated by the plan participant or his/her authorized representative;
  - Not have expired or been revoked;
  - Be filled out completely;
  - Not be combined with, or a part of, any other document; and
  - Contain verbiage required by the HIPAA Privacy Rules.
- 2.3 **Form of Authorization.** Company personnel shall ensure that plan participant authorizations are in a form the same as or similar to that found in Appendix C, or that the authorization has the same or similar content as Appendix C.
- 2.4 **Revocation of Authorization.** A plan participant may revoke his/her authorization at any time, so long as the revocation is in writing and signed by the plan participant.
- 2.5 **Copy to the Plan Participant.** The plan participant must be given a copy of all authorizations he/she signs.



### 3. Verification

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3.1 **General Statement.** Prior to disclosing protected health information, Company personnel should verify the identity and authority (where applicable) of the person or entity requesting the information.

3.2 **Verification Protocols.** The following verification protocols will be followed by Company personnel prior to making disclosures of protected health information:

3.2.1 As to plan participants:

3.2.1.1 If the plan participant appears in person and is known to Company personnel, no verification is necessary; or

3.2.1.2 If the plan participant appears in person and is not known to Company personnel, verification should be obtained by requesting photo identification, such as a driver's license; or

3.2.1.3 If a person purporting to be a plan participant calls the Company, the identity of the person should be accomplished by asking simple identifying questions such as date of birth, Social Security number or mother's maiden name.

3.2.2 As to law enforcement or other public officials:

3.2.2.1 If the request is made in person, Company personnel should request to see the officer's or official's identification badge or official credentials; or

3.2.2.2 If the request is made in writing, it is sufficient if it is on appropriate government letterhead; or

3.2.2.3 If the request is made by a person acting on behalf of a public official, Company personnel should obtain a written statement on appropriate government letterhead showing the authority of the person making the request.

Protected health information will not be given by telephone to law enforcement or public officials except as provided in Section C.5.

3.2.3 As to health care providers who are treating the plan participant or insurance companies paying for treatment:



- 3.2.3.1 If the health care provider or insurance company is known to the Company, no further verification is necessary; or
  - 3.2.3.2 If the health care provider or insurance company is not known to the Company, a written request (by fax or mail) on their letterhead shall be requested for verification.
- 3.3 **Documentation.** To the extent that verification is required by subsection 3.2, such will be documented or noted in the plan participant's file.



## 4. Limiting Disclosures and Requests to the Minimum Necessary Information

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4.1 **General Rule.** The Company will make reasonable efforts to limit its disclosures of, and requests for, plan participant health information to the minimum necessary information needed to accomplish the purpose of the disclosure or request. Except as allowed below, the Company will not request or disclose the plan participant's entire medical record unless such is justified to accomplish the purpose of the request.

4.2 **Information Requests Received By the Company.**

4.2.1 Whenever possible, the Company will redact or delete the following items from the information disclosed to others:

- Names;
- Postal address information, other than town or city, state, and zip code;
- Telephone numbers;
- Fax numbers;
- Electronic mail addresses;
- Social Security numbers;
- Medical record numbers;
- Health plan beneficiary numbers;
- Account numbers;
- Certificate/license numbers;
- Vehicle identifiers and serial numbers, including license plate numbers;
- Device identifiers and serial numbers;
- Web Universal Resource Locators (URLs);
- Internet Protocol (IP) address numbers;
- Biometric identifiers, including finger and voice prints; and
- Full face photographic images and any comparable images;

If the above items are not deleted, the Company should document the reason for such.

4.2.2 For health information requests received by the Company on a routine and reoccurring basis, the Company will develop and follow protocols that limit the information disclosed to that which is reasonably necessary to achieve the purpose for the request;



- 4.2.3 For all other requests, the Company will develop and follow criteria designed to limit the information disclosed to that which is reasonably necessary to achieve the purpose of the request, and will review the request on an individual basis in accordance with that criteria.

4.3 **Requests Made By the Company to Others for Information.**

- 4.3.1 For health information requests made by the Company to others on a routine and reoccurring basis, the Company will develop and follow standard protocols that limit the information requested to that which is reasonably necessary to achieve the purpose for the request;

- 4.3.2 For all other requests, the Company will develop and follow criteria designed to limit the information requested to that which is reasonably necessary to achieve the purpose of the request, and will review the request on an individual basis in accordance with that criteria.

4.4 **Exceptions.** Company personnel will not be required to follow the rules stated above in the following situations:

- Disclosures or requests to a health care provider for purposes of treatment.
- Disclosures to the plan participant.
- Disclosures or requests made pursuant to the plan participant's written authorization.
- Disclosures to Health and Human Services (HHS).
- Disclosures required by the HIPAA Privacy Rules.
- Disclosures required by law (see Section C.4).

4.5 **Minimum Necessary Workforce Access to Protected Health Information.** Company personnel who do not have a legitimate need to have access to protected health information to carry out their duties shall be restricted from having such access. The privacy officer has determined that access to protected health information shall be allowed only as to the following personnel:

<b><u>Job Title</u></b>	<b><u>Access Allowed To</u></b>
1. CEO, COO, CFO, VP Labor & HR	All participant health information
2. Corporate Counsel	All participant health information
3. Benefits Personnel	All participant health information
4. VP Computers and IT Personnel	For purposes of internal computer system operation
5. HR Personnel at Distribution Centers	For purposes of resolving workers' compensation issues
6. Asst. Controller, Treasury/Risk and	All participant health information



assistants

7. Accounts Payable and Retail Accounting Personnel All participant health information
8. Mailroom and Front Desk Personnel All participant health information

The privacy officer will prevent access by personnel other than those listed above.



## **5. Health Information of Deceased Plan Participants**

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- 5.1 **General Statement.** Health information of deceased plan participants will be given the same protections as health information of living plan participants. However, health information of deceased plan participants who have been dead for more than 50 years is no longer protected by HIPAA.
- 5.2 **Executors and Personal Representatives.** Legally authorized executors or personal representatives of deceased plan participants are entitled to act on behalf of the deceased plan participant with respect to the plan participant's health information. All plan participant rights and protections set forth in this Manual must be afforded to such executors or personal representatives.
- 5.3 **Family Member and Close Friends.** The Company may disclose health information to a deceased plan participant's family members or close friends, but only to the extent that the information is related to that person's involvement in the deceased's care, and sharing the information would not be inconsistent with the deceased's expressed wishes. For purposes of this section, "family member" means spouses, children, parents, siblings, grandparents, grandchildren, aunts, uncles, nephews, nieces and cousins.



## **6. Disclosures for Workers' Compensation Purposes**

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Disclosures of protected health information for purposes of workers' compensation benefits may be made pursuant to state workers' compensation laws and regulations.



## **7. Sale of Plan Participant Records**

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The Company will not sell plan participant records to a third party unless –

- The plan participant has consented in writing; or
- The Company is being sold to another entity who is a covered entity under HIPAA regulations.



## **8. Reproductive Health Care**

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- 8.1 The following is in response to the final regulations issued by the U.S. Department of Health and Human Services on April 22, 2024 and is effective December 23, 2024 if and until the final regulations are modified to provide otherwise.
- 8.2 Protected health information shall not be used or disclosed where reproductive health care is lawfully provided (or presumed lawful):
- To conduct a criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care;
  - To impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care; or
  - To identify any person for any purpose described in the two bullets above.
- 8.3 Where protected health information sought is potentially related to reproductive health care and is for health care oversight, judicial or administrative proceedings, law enforcement purposes, or to a coroner or medical examiner, a valid attestation as described in 45 CFR Section 164.509 must be obtained before the protected health information is used or disclosed.
- 8.4 The foregoing shall be interpreted and applied consistent with the final regulations and associated guidance/applicable law.







## **Section C: Disclosures Without Written Authorization**



## 1. General Statement

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- 1.1 **Disclosures Allowed Without Written Authorization.** In the following circumstances, the Company may disclose protected health information without the plan participant's written authorization:
- 1.1.1 To the plan participant himself/herself, upon request.
  - 1.1.2 To other persons or entities for purposes of:
    - Obtaining payment (as defined in Appendix H) for health care services.
    - The Company's "health care operations" (as defined in Appendix H).
  - 1.1.3 To a health care provider for the purpose of that provider's treatment of the plan participant.
  - 1.1.4 To health care providers or HIPAA covered entities (as defined in Appendix H) for the purpose of their making or obtaining payment for health care services provided to the plan participant.



## **2. Disclosures to Parents and Other Authorized Representatives**

- 2.1 **Guardians and Conservators.** If, under applicable state law, a person has legal authority to act for the plan participant as a guardian, conservator or holder of a power of attorney, the Company may treat that person as if he/she is the plan participant as to all matters within the scope of that representative's authority. Company personnel will request documentation (and keep a copy in the plan participant's file) from the representative to verify their authority to act on behalf of the plan participant.
- 2.2 **Parents of Unemancipated Minors.** If, under applicable state law, a parent or other person acting *in loco parentis* (a guardian or temporary custodian, foster parent, etc.) of an unemancipated minor has authority to act for the minor in making decisions related to health care, the Company may treat that person as if he/she is the plan participant and will grant him/her the same rights and protections set forth in this Manual. As to guardians, foster parents or temporary custodians, Company personnel will request documentation (and keep a copy in the plan participant's file) to verify their authority to act on behalf of the plan participant.
- 2.3 **Domestic Violence, Abuse or Neglect.** The Company may decline to recognize a guardian, conservator, parent or other personal representative if, under applicable state law, the Company has reason to believe that the plan participant has been or may be subjected to domestic violence, abuse or neglect by that person, or that recognizing such a person as the plan participant's representative could endanger the plan participant.
- 2.4 **Rights of Minors Under State Law.** If applicable state law allows an unemancipated minor to consent to obtain health care without parental consent, the Company will not treat the parent as the minor's representative.



### **3. Disclosures to Close Friends and Family Members**

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- 3.1 **General Statement.** In the situations described below, Company personnel may disclose protected health information to family members, relatives or close personal friends of the plan participant.
- 3.2 **Disclosures to Family Members or Close Personal Friends.** Company personnel may disclose to family members, relatives or close personal friends of the plan participant that health information directly relevant to such person's involvement in caring for the plan participant or paying for the plan participant's care if:
- The plan participant is physically present at the time of the disclosure and either agrees verbally or does not object to the disclosure, or Company personnel reasonably infer from the circumstances that the plan participant does not object; or
  - The plan participant is not physically present or is incapacitated (unconscious, sedated, etc.) and Company personnel determine that a disclosure of limited information would be in the plan participant's best interests. For example, Company personnel may make limited disclosures to allow family, friends or relatives to pick up filled prescriptions, medical supplies, X-rays or similar items for the plan participant if Company personnel determine that such would be in the plan participant's best interests.
- 3.3 **Other Disclosures to Caregivers.** Company personnel may disclose protected health information to locate and notify a family member, personal representative or other person responsible for the plan participant's care of the plan participant's location, general condition or death if:
- The plan participant is physically present at the time of the disclosure and either agrees verbally or does not object to the disclosure, or Company personnel reasonably infer from the circumstances that the plan participant does not object; or
  - The plan participant is not physically present, is incapacitated (unconscious, sedated, etc.) or deceased, and Company personnel determine that a disclosure of limited information would be in the plan participant's best interests.



## 4. Disclosures Required by Law

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4.1 **General Statement.** In certain circumstances, as described below, Company personnel may disclose protected health information when required by law to do so. In such situations, the disclosure of protected health information should always be limited to only that which is required by law.

4.2 **Victims of Abuse, Neglect or Domestic Violence.** Company personnel may disclose protected health information regarding a plan participant believed to be the victim of abuse (other than child abuse), neglect or domestic violence to a government authority authorized by law to receive reports of such abuse, neglect or domestic violence where:

- The disclosure is required by state law;
- The plan participant agrees to the disclosure; or
- The disclosure is allowed by state law and Company personnel believe the disclosure is necessary to prevent serious harm to the plan participant or other potential victims, or the plan participant is incapacitated and a law enforcement officer or authorized public official states that the information will not be used against the plan participant and that waiting for the information would adversely impact immediate enforcement activity.

If a disclosure of protected health information is made for the reasons described in this subsection 4.2, the plan participant must be informed that the disclosure has been or will be made unless informing the plan participant would put him/her at risk of serious harm. Company personnel need not inform a parent, guardian, conservator or other personal representative of the disclosure if it is reasonably believed that such a person is responsible for the abuse, neglect and domestic violence, and that informing them would not be in the plan participant's best interests.

4.3 **Health Oversight Activities.** Company personnel may disclose protected health information to federal or state agencies for purposes of :

- audits;
- civil, administrative or criminal investigations or proceedings;
- inspections; or
- licensure or disciplinary actions;

relating to oversight of the health care system, government benefit programs and regulation of government programs for which health information is necessary.



4.4 **Judicial and Administrative Proceedings.** Company personnel may disclose protected health information in relation to a judicial or administrative proceeding —

4.4.1 When ordered to do so by a court or administrative tribunal; or

4.4.2 Upon receipt of a subpoena or discovery request if –

4.4.2.1 The Company receives an appropriate protective order from the court or tribunal that prohibits the parties to the case from using or disclosing the information for any purpose other than the proceeding, and requires the return to the Company or destruction of the health information at the end of the proceeding; or

4.4.2.2 The plan participant has been notified in writing of the request for his/her health information, and the notice gave the plan participant sufficient information about the proceeding in order to allow the plan participant to raise an objection to the court or tribunal by a certain date, and the plan participant has not objected to the disclosure within the specified time period, or the court/tribunal has resolved the plan participant's objections.

4.5 **Law Enforcement.**

4.5.1 Disclosures required by orders, warrants or subpoenas. Company personnel may disclose protected health information to a law enforcement official for law enforcement purposes in the following situations:

- Upon receipt of a court order or court-ordered warrant;
- Upon receipt of a subpoena or summons issued by a judicial officer;
- Upon receipt of a grand jury subpoena; or
- Upon receipt of an administrative subpoena, summons or investigative demand.

4.5.2 Identification of suspects, fugitives or witnesses. Other than in those situations described in subsection 4.5.1, above, Company personnel may disclose only the following limited protected health information to law enforcement officials in response to their request made for purposes of identifying or locating a suspect, fugitive, material witness or missing person:



- Name and address
- Date and place of birth
- Social Security number
- ABO blood type and Rh factor
- Type of injury
- Date and time of treatment
- Date and time of death, if applicable
- A description of distinguishing physical characteristics

4.5.3 Plan participants who are crime victims. Company personnel may disclose protected health information to a law enforcement official about a plan participant who is the victim of a crime if:

- The plan participant agrees to the disclosure; or
- The Company is unable to obtain the plan participant's agreement due to his/her incapacity and the law enforcement official states that the information is needed to determine whether a crime was committed by someone other than the plan participant, immediate action depends upon the disclosure, and disclosure would be in the plan participant's best interests.



## **5. Disclosures to Prevent Serious Threats to Health or Safety**

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- 5.1 Unless otherwise prohibited by state law, Company personnel may disclose protected health information if such disclosure —
- 5.1.1 Is necessary to prevent a serious and imminent threat to the health or safety of a person or the public, and is made to someone reasonably able to prevent the threat, including the target of the threat; or
  - 5.1.2 Is necessary for law enforcement authorities to identify or apprehend the plan participant —
    - 5.1.2.1 because of a statement by the plan participant admitting participation in a violent crime that caused serious physical harm to the victim; or
    - 5.1.2.2 where it appears that the plan participant has escaped from a correctional institution or from law custody.
- 5.2 A disclosure made pursuant to subsection 5.1.2.1, above, must be limited to only the plan participant's statement and the following information:
- Name and address
  - Date and place of birth
  - Social Security number
  - ABO blood type and Rh factor
  - Type of injury
  - Date and time of treatment
  - Date and time of death, if applicable
  - A description of distinguishing physical characteristics



## **6. Disclosures to Business Associates**

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- 6.1 **Definition of Business Associates.** “Business associates” are third parties who provide services for the Company and in so doing have access to protected health information. (Examples include: third party administrators, brokers, clearinghouses, attorneys, accountants, collection agencies, etc.) Treating health care providers are not business associates. (A more extensive definition may be found in Appendix H.)
- 6.2 **Requirement for Business Associate Agreements.** The Company may disclose protected health information to its business associates if and only if the business associate has signed an agreement to protect plan participant privacy by following HIPAA Privacy Rules.
- 6.3 **Time for Obtaining Business Associate Agreements.**
- 6.3.1 If possible, the Company shall have all of its current business associates sign an agreement the same as or similar to that found in Appendix B to this Manual prior to October 1, 2013.
- 6.3.2 Those business associates with whom the Company forms a relationship after October 1, 2013, must sign an agreement the same or similar to that found in Appendix B. Protected health information may not be disclosed to business associates who fail or refuse to sign agreements by these dates.
- 6.4 **Privacy Violations by Business Associates.** If the Company or any of its personnel become aware that a business associate has violated or is violating its obligations under the business associate agreement, the Company shall:
- Contact the business associate and request that such violations cease immediately; or
  - If the request to cease violations is not followed, terminate its relationship with the business associate.



## **Section D: Plan Participant Rights**



## **1. General Statement**

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Company personnel will recognize, uphold and enforce all plan participant rights established by the HIPAA Privacy Rules, and as set forth in this Section D of the Manual.



## **2. Right to Notice - Generally**

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All plan participants have a right to receive a notice of the Company's privacy policies and procedures. The Company will prepare and post a notice of privacy practices. This notice will be provided to all plan participants by mailing to each named insured under the Plan by October 1, 2013. The notice will also be provided to new enrollees who enroll in the Plan by October 1, 2013. If the Company maintains a website, the notice of privacy practices will be posted on the website. More specific procedures for providing the notice may be found in Section E.1.



### 3. Right to Request Restrictions

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- 3.1 **General Statement.** Plan participants have a right to request that the Company restrict the uses or disclosures of protected health information to carry out treatment, payment or health care operations, and have a right to request that the Company restrict disclosures made to family, relatives and close personal friends.
- 3.2 **Written Request.** Plan participants who request restrictions on the use or disclosure of their health information will be asked to fill out the Restriction Request Form as found in Appendix K.
- 3.3 **Procedure.** If the Company receives a written request to restrict the uses and disclosures of protected health information, the request will be referred to the privacy officer for handling. The privacy officer will notify the plan participant in writing within a reasonable time as to whether the Company will agree to the restriction. If the privacy officer advises the plan participant that it will not agree to the restriction, no further action is necessary. If the Company advises the plan participant that it will abide by the restriction, a notation will be made prominently in the plan participant's file, and the Company will abide by that restriction from that date forward.
- 3.4 **Disclosures Required by Law.** The Company will not agree to restrict disclosures of health information that are required by law.
- 3.5 **Termination of Restrictions.** If the Company has agreed to a restriction on uses or disclosures of health information, it may terminate that agreement by advising the plan participant in writing that the termination will only be effective with respect to health information created or received after written notification to the plan participant. As to health information created or received prior to that date, the restriction must be followed.
- 3.6 **Documentation.** All plan participant requests for restrictions, along with the Company's response thereto, shall be kept for a minimum of six (6) years from the date of the document(s).



## 4. Right to Confidential Communications

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- 4.1 **General Statement.** Plan participants have a right to request reasonable accommodations in receiving communications of their health information by alternative means or at alternative locations, if the plan participant clearly states that the disclosure could endanger him/her.
- 4.2 **Written Request.** Plan participants who request confidential communications will be asked to fill out the Request for Confidential Communications form, as found in Appendix L.
- 4.3 **Procedure.** Upon receipt of a request for confidential communications, the privacy officer will evaluate the request. If the request is reasonable, the privacy officer will note the request prominently in the plan participant's file and adhere to the request. For example, if the plan participant requests that all communications be sent to an address different than the plan participant's home address, the Company will adhere to that request and note it in the plan participant's file. If the request is not reasonable, the privacy officer will notify the plan participant that the request has been rejected.
- 4.4 **Documentation.** All plan participant requests for confidential communications, along with the Company's response thereto, shall be kept for a minimum of six (6) years from the date of the document(s).



## 5. Right to Access

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- 5.1 **General Statement.** Plan participants have a right to inspect and obtain a copy of their health information in the designated record set (as defined in Section E.6), except as noted herein.
- 5.2 **Procedure.** The Company may require that the plan participant request in writing to have access to his/her health information. Upon receipt of such a request, the Company will provide the plan participant with an opportunity to inspect his or her health information within the following time frames:
- For records that are maintained on site, the Company will provide access within 30 days from the receipt of the request from the plan participant;
  - If the Company is unable, despite good faith efforts, to provide access within 30 days, it may have a one-time extension of an additional 30 days to provide access and copies if the plan participant is notified in writing of the reasons for the delay and the expected date that access/copies will be provided.
- 5.2.1 The Company will provide the plan participant with the health information in readable hard copy form. If the Company maintains health information in electronic form, and the plan participant requests that the Company transmit a copy in electronic form, the Company will provide the information in the format requested if possible. If this is not possible, the Company will provide electronic copies in a format (e.g. PDF, Word, Excel) mutually acceptable to the plan participant and the Company. If the plan participant requests that the health information be sent to him/her in an email, the Company may do so if it first warns the plan participant that there is some risk that the information could be intercepted and read by a third party. If the plan participant requests that the Company transmit his/her health information directly to a third party in paper or electronic form, the Company will comply with this request. The Company may provide the plan participant with a summary of the health information in lieu of providing access to the records themselves if and only if the plan participant agrees to receiving a summary and the plan participant agrees in advance to paying the fees imposed, if any, for the Company providing the summary.
- 5.2.2 The Company will provide a convenient time and place for the plan participant to inspect his/her health information or to obtain a copy of the information.



- 5.2.3 The Company may charge a reasonable, cost-based fee for providing the plan participant with access to his/her health information. That fee may include copying charges, including the cost of supplies, and labor for copying, burning to disk, scanning or transmitting the information. The Company may also charge postage if the plan participant has requested that the information be mailed. If the plan participant has agreed to a summary, the Company may charge the costs of preparing the summary.
- 5.2.4 All requests by plan participants for access to health information will be referred to the privacy officer. In those circumstances in which access to health information is denied, the privacy officer will determine if some part of the plan participant's record may be disclosed without objection. If so, that portion of the record may be disclosed. As to all other parts of the record for which access is denied, the privacy officer will provide a timely, written denial to the plan participant stating the basis for the denial and, if applicable, the plan participant's right to have the denial reviewed. The written notice must also explain to the plan participant that they may complain regarding the denial of access either to the Company or to the Secretary of HHS. This notice will include the name, title and telephone number of the privacy officer.
- 5.2.5 All documentation regarding plan participant requests for access and any denials thereof, or any other documentation maintained under this subsection, must be retained by the Company for a minimum of six (6) years from the date of the document(s).

### 5.3 **Denial of Access.**

- 5.3.1 The Company may deny the plan participant access to his/her health information if the Company reasonably believes that such access is likely to endanger the life or physical safety of the plan participant or another person, or that the information makes reference to another person and the Company believes that allowing access may cause substantial harm to that person.
- 5.3.2 The Company may deny access to a guardian, conservator or parent where the Company believes that such person is likely to cause substantial harm to the plan participant or another person by having access to the plan participant's health information.
- 5.3.3 If access to the plan participant's health information is denied for the above reasons, the plan participant has a right to have the denial reviewed by a licensed health care professional designated by the Company as a reviewing official. This health care professional must be someone who did not participate in the original decision to deny access. The Company



will abide by the decision of that reviewing health care professional, to either grant or deny access to the plan participant.



## 6. Right to Amend

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- 6.1 **General Statement.** Plan participants have a right to request that the Company amend their health information in the designated record set (as defined in Section E.7.).
- 6.2 **Procedure.** The Company will follow the following procedures when a request to amend is received from a plan participant.
- 6.2.1 **Written request.** Plan participants who request amendments or corrections to their health information will be asked to fill out the Request for Correction/Amendment of Health Information form, as found in Appendix J. The requests will be referred to the privacy officer.
- 6.2.2 **Response to the plan participant's request.** After a reasonable investigation, the privacy officer will determine whether the Company will grant or deny the request to amend. The privacy officer will respond in writing to the plan participant's request within 60 days from the date of the request by either granting the amendment, or advising the plan participant of the denial of the request, as described below.
- 6.2.2.1 **Acceptance of amendment.** If the Company accepts the plan participant's request for amendment, it will amend the plan participant's record and provide an appropriate link or reference to the location of the amendment. The Company will also make reasonable efforts to provide the amendment within a reasonable time to those persons identified by the plan participant as having received health information about the plan participant and who need the amendment, and those persons, including business associates, who the Company knows may have relied upon the information that is subject to the amendment.
- 6.2.2.2 **Denial of amendment.** If the Company determines to deny an amendment, it must provide the plan participant with a timely, written denial stating the basis for the denial, the plan participant's right to submit a statement disagreeing with the denial and how the plan participant may file that statement. In addition, the Company must inform the plan participant that he/she may request that the Company provide a copy of the plan participant's request for amendment and the denial with any future disclosures of health information regarding the plan participant. The Company must advise the plan participant that he/she is entitled to make a complaint and how such complaints



may be submitted to the Company or Secretary of HHS. This notice must include the name or title and telephone number of the Company's privacy officer. If the plan participant, upon denial of the request to amend, submits a written statement disagreeing with the denial, the Company must include such statement with the plan participant's records and include that statement with any subsequent disclosure of the plan participant's health information to which the disagreement relates.

6.2.3 The Company may deny a plan participant's request for amendment if the privacy officer determines that the health information subject to the request —

- was not created by the Company;
- is not part of the plan participant's file;
- would not be available for inspection under the provisions of this Manual; or
- is accurate and complete.

6.3 **Documentation.** All plan participant requests to amend their health information, along with the Company's response thereto, shall be kept for a minimum of six (6) years from the date of the document(s).



## **7. Right to an Accounting**

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- 7.1 **General Statement.** Plan participants have a right to receive an accounting of disclosures of their health information made by the Company and its business associates as set forth below.
- 7.2 **Procedure.** Plan participants requesting an accounting will be asked to make the request in writing. All requests for an accounting will be referred to the privacy officer. In responding to such requests, the privacy officer will follow the following procedures:
- 7.2.1 The privacy officer will respond to the plan participant's request no later than 60 days from the receipt of the request by providing the plan participant with a written accounting using the appropriate form in Appendix G (for electronic and non-electronic health information).
- 7.2.2 The Company will retain a copy of all requests for accountings from plan participants as well as the accounting provided by the Company to the plan participant for a minimum of six (6) years from the date of the document(s).
- 7.3 **Suspension of the Right to an Accounting.** The Company may temporarily suspend the plan participant's right to receive an accounting of disclosures made to a health oversight agency or a law enforcement official for the time specified by that agency or official if giving the accounting would impede the agency's activities.
- 7.4 **Exceptions for Non-Electronic Health Records.** Plan participants shall have no right to an accounting as to disclosures of non-electronic health information —
- To carry out treatment, payment or health care operations (as defined in Appendix H);
  - To the plan participant;
  - Incident to a use or disclosure otherwise permitted by this Manual or the HIPAA Privacy Rules;
  - Pursuant to an authorization signed by the plan participant;
  - To correctional institutions or law enforcement officials; or
  - That occurred prior to April 14, 2003.
- 7.5 **Electronic Health Records.** If the Company maintains health information in electronic form, the exceptions stated in subsection 7.4 do not apply.



- 7.5.1 The Company is only required to give an accounting for disclosures of electronic health records which occurred within three (3) years of the plan participant's request.
- 7.5.2 The Company must contact any Business Associates who have the plan participant's health information in electronic form and request that they provide the Company with an accounting of all disclosures of the plan participant's electronic health information.
- 7.5.3 Alternatively, the Company can provide an accounting of the disclosures it made and give the plan participant a list of all Business Associates (including contact information) who may possess the plan participant's health information in electronic form.
- 7.5.4 This section 7.5, and all subparts, applies only to disclosures of electronic health information that occur after January 1, 2011 [after January 1, 2014, for Practices that had an EHR prior to January 1, 2009].



## **8. Waivers of Plan Participant Rights and Non-Retaliation**

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- 8.1 **No Waivers of Privacy Rights.** No plan participant or prospective plan participant will be asked to waive their rights under the HIPAA Privacy Rules as a condition to eligibility or participation in the Plan.
- 8.2 **Non-Retaliation Policy.** Company personnel will not intimidate or retaliate against plan participants who seek to inquire about, enforce or complain regarding their rights under the HIPAA Privacy Rules or this Manual.



## **Section E: Organizational Matters**



## 1. Notice of Privacy Practices

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- 1.1 **Preparation of the Notice.** The Company will prepare a Notice of Privacy Practices the same or similar to that found in Appendix A. The Notice will contain those provisions required by the HIPAA Privacy Rules, and will be in two sections: a summary and an attached Notice of Privacy Practices (Notice). The entire Notice will be provided to plan participants.
- 1.2 **Providing the Notice to Plan Participants.** The Company will provide the Notice to all named insureds in the Plan on or before October 1, 2013; for new enrollees after that date, the Company will provide the Notice upon enrollment. The Company will also provide a copy of the Notice, upon request, to any plan participant.
- 1.3 **Posting the Notice.** If the Company has a website, the Notice will be posted on the website.
- 1.4 **Revisions to the Notice.** If any material revision is made to the Notice, the Company will post the change on its website and then provide the Notice to plan participants in the next annual mailing. If the Company has no website, it will notify plan participants within 60 days by mailing information about the revision to the named insured in the Plan.
- 1.5 **Reminders to Plan Participants.** Every three (3) years, the Company will notify plan participants, through the named insured in the Plan, that the Notice is available and a copy of it may be obtained by contacting the designated contact person.
- 1.6 **Document Retention.** The Company will retain documentation of its compliance with the above requirements for a minimum of six (6) years from the date they are signed.



## **2. Plan Participant Complaints**

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2.1 **Notice to Plan Participants.** The Company will notify its plan participants, through the Notice of Privacy Practices, that they may make complaints regarding the Company's policies, procedures and practices with respect to the HIPAA Privacy Rules. The Notice will also set forth the complaint process described below.

2.2 **Procedure for Plan Participant Complaints.**

2.2.1 Plan participant complaints must be submitted in writing to the contact person designated by the Company using the form in Appendix F.

2.2.2 Plan participant complaints will be reviewed by the privacy officer, and appropriate investigation, if any, will be conducted to develop the necessary information regarding the complaint.

2.2.3 Within fifteen (15) days of receiving the written complaint, the privacy officer will advise the plan participant, in writing, of the privacy officer's determination regarding the complaint, and the measures, if any, which will be taken by the Company to mitigate any improper uses or disclosures of protected health information.

2.2.4 If the plan participant requests information to make a complaint to HHS, the privacy officer will provide the plan participant with HHS's address, as follows:

Office of Civil Rights  
U.S. Department of Health and Human Services  
200 Independence Avenue, S.W.  
Room 509F, HHH Building  
Washington, D.C. 20201  
(202) 619-0257  
Email: ocrmail@hhs.gov

2.3 **Document Retention.** All documentation received or prepared in relation to a plan participant complaint will be kept a minimum of six (6) years.

2.4 **Non-Retaliation Policy.** Company personnel will not retaliate against any plan participant who submits a complaint.



### **3. Mitigation of Improper Disclosures**

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If the Company learns of an improper disclosure of plan participant health information, either through plan participant complaint or otherwise, the Company will take immediate action to mitigate the impact of the disclosure to the extent possible. The Company will also seek to mitigate, to the extent practicable, any improper disclosures of its business associates. For improper disclosures of plan participant health information, the Company will follow the plan participant notification procedures set forth in Section B of the HIPAA Security Manual.



## **4. Privacy and Security Safeguards**

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The Company will implement administrative, technical and physical safeguards to protect the privacy of plan participant health information as appropriate to the size, resources and circumstances of the Company. These safeguards will be implemented as set forth in the Company's HIPAA Security Manual. In particular, the Company will take reasonable steps to prevent disclosures of plan participant health information in the following areas:

- reception and waiting room areas;
- hallways and treatment rooms;
- Plan participant record storage areas;
- fax machines and photocopiers;
- computer terminals and computer systems;
- portable electronic devices (laptops, PDA's, cell phones); and
- e-mail and other Internet communication.



## 5. Record Retention and Disposal

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- 5.1 **Policies and Procedures Maintained.** Plan participants have a right to inspect and obtain a copy of their health information in the designated record set (as defined in Section E.7.), except as noted herein.
- 5.2 **Document Retention Period.** The Company will retain, for a minimum of six (6) years, all records, documents or information generated, created or required to be kept under the policies and procedures in this Manual, or as otherwise required by the HIPAA Privacy Rules.
- 5.3 **Storage in Secure Locations.** Records and information of the Company will be kept or stored in safe, secure locations. Company records stored offsite will be placed only in secure facilities.
- 5.4 **Disposal of Protected Health Information.** Protected health information (in whatever format or medium) will be disposed of using appropriate methods. Hard copy (paper) records will be disposed of by means of shredding, incineration or other methods that obliterate any identifying information in such records. Hard copy records or other health information will never be disposed of by placing such in a trash receptacle or dumpster.



## **6. Company Use of Protected Health Information**

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- 6.1 **Prohibition Against Use of Health Information in Employment Decisions.** To the extent that the Company receives, maintains or possesses protected health information in its capacity as the sponsor of a health benefits plan and/or for purposes of administering the Plan, such health information shall not be used for purposes of any employment action or decision. Further, the Company shall not allow access to such information, or use and disclose such information except in accordance with the policies stated in this Manual.
- 6.2 **Prohibition Regarding Use of Genetic Information.** The Company will not use or disclose genetic information of plan participants for underwriting purposes.
- 6.2.1 **Definition of Genetic Information.** The term “genetic information” includes information about the genetic tests of the individual or of the individual’s family members and about diseases or disorders manifested in an individual’s family members (i.e., family health history). Information about manifested diseases, disorders, or conditions of the individual or medical tests such as HIV tests, complete blood counts, cholesterol or liver function tests, or tests to detect for the presence of alcohol or drugs, are not genetic information, and such information may be used or disclosed for underwriting purposes.
- 6.2.1 **Definition of Underwriting Purposes.** The term “underwriting purposes” means, with respect to a group health plan; (A) Rules for, or determination of, eligibility (including enrollment and continued eligibility) for, or determination of, benefits under the plan, coverage, or policy; (B) the computation of premium or contribution amounts under the plan, coverage, or policy; (C) the application of any pre-existing condition exclusion under the plan, coverage, or policy; and (D) other activities related to the creation, renewal, or replacements of a contract of health insurance or health benefits.



## **7. Designated Record Set**

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7.1 **Matters Included in Designated Record Set.** The designated record set for protected health information shall include the following types of records or information:

- Plan participant benefits files (whether in paper or electronic form);
- Plan participant financial, billing and collection information (whether in paper or electronic form); and
- Protected health information created or maintained by Business Associates;

to the extent that such is created or maintained for the purpose of making decisions about plan participants.

7.2 **Matters Not Included in Designated Record Set.** The following records, documents or information (whether in paper or electronic format) shall not be considered part of the designated record set:

- Quality improvement records;
- Risk management records;
- Information compiled in anticipation of, or preparation for, civil, criminal or administrative proceedings; or
- Other information exempt from disclosure under state or federal law.



## **APPENDICES**

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- A. Notice of Privacy Practices
- B. Sample Business Associate Agreement
- C. Plan Participant Authorization to Release Health Information
- C-1. Authorization for Release of Medical Information (Oregon Only)
- D. Company Resolutions
- E. Privacy Training and Education Log
- F. Plan Participant Complaint Form
- G. Accounting of Disclosures Forms
- H. Glossary of Terms
- I. HIPAA Resources
- J. Request for Correction/Amendment of Health Information
- K. Restriction Request Form
- L. Request for Confidential Communications
- M. Acknowledgment of Receipt/Review of HIPAA Privacy Manual



# **APPENDIX A**

## **Notice of Privacy Practices\***

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\* Appendix A includes both a summary notice (one page) as well as a complete Notice of Privacy Practices (four pages). The Company may use the summary notice together with the complete notice, or may simply use the complete notice alone. It is not sufficient, however, to use only the summary notice alone.



# SUMMARY OF NOTICE OF PRIVACY PRACTICES

This summary is provided to assist you in understanding the attached Notice of Privacy Practices

The attached Notice of Privacy Practices contains a detailed description of how our company benefits plan will protect your health information, your rights as a plan participant and our common practices in dealing with your health information. Please refer to that Notice for further information.

**Uses and Disclosures of Health Information.** We will use and disclose your health information in order to assist health care providers in treating you. We will also use and disclose your health information in order to make payment for health care services or to allow insurance companies to process insurance claims for services rendered to you. Finally, we may disclose your health information for certain operational activities such as administration of the Company's dental coverage plan and HRA program.

**Uses and Disclosures Based on Your Authorization.** Except as stated in more detail in the Notice of Privacy Practices, we will not use or disclose your health information without your written authorization.

**Uses and Disclosures Not Requiring Your Authorization.** In the following circumstances, we may disclose your health information without your written authorization:

- To family members or close friends who are involved in your health care;
- For certain limited research purposes;
- For purposes of public health and safety;

- To Government agencies for purposes of their audits, investigations and other oversight activities;
- To government authorities to prevent child abuse or domestic violence;
- To law enforcement authorities to protect public safety or to assist in apprehending criminal offenders;
- When required by court orders, search warrants, subpoenas and as otherwise required by the law.

**Plan Participant Rights.** As a plan participant, you have the following rights:

- To have access to and/or a copy of your health information;
- To receive an accounting of certain disclosures we have made of your health information;
- To request restrictions as to how your health information is used or disclosed;
- To request that we communicate with you in confidence;
- To request that we amend your health information;
- To receive notice of our privacy practices.

If you have a question, concern or complaint regarding our privacy practices, please refer to the attached Notice of Privacy Practices for the person or persons whom you may contact.



# WinCo Foods, Inc.

## NOTICE OF PRIVACY PRACTICES

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**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. THE PRIVACY OF YOUR MEDICAL INFORMATION IS IMPORTANT TO US.**

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### *Our Legal Duty*

We are required by applicable federal and state laws to maintain the privacy of your protected health information. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your protected health information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect **October 1, 2013**, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time,

provided that such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all protected health information that we maintain, including medical information we created or received before we made the changes.

You may request a copy of our notice (or any subsequent revised notice) at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice

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### Uses and Disclosures of Protected Health Information

We will use and disclose your protected health information about you for treatment, payment, and health care operations.

Following are examples of the types of uses and disclosures of your protected health care information that may occur. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our office.

**Treatment:** We may disclose your medical information to a doctor or a hospital which asks us for it to assist in your treatment.

**Payment:** We may use and disclose your medical information to pay claims from doctors, hospitals and other providers for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to coordinate benefits, to examine medical

necessity, to obtain premiums, to issue explanations of benefits to the person who subscribes to the health plan in which you participate, and the like.

**Health Care Operations:** We may use and disclose your medical information to rate our risk, to conduct quality assessment and improvement activities, to administer our dental coverage plan and HRA program, to manage our business, and the like.

We will share your protected health information with third party "business associates" that perform various activities (e.g., brokers, third party administrators) for the Company. Whenever an arrangement between our office and a business associate involves the use or disclosure of your protected health information, we will have a written contract that



contains terms that will protect the privacy of your protected health information.

We may also use and disclose your protected health information for other marketing activities. For example, your name and address may be used to send you a newsletter about benefits available to you under the Company benefits plan. We may also send you information about products or services that we believe may be beneficial to you. Except as stated above, no other marketing communications will be sent to you without your written authorization. You may contact us to request that these materials not be sent to you.

**Uses and Disclosures Based On Your Written Authorization:** All other uses and disclosures of your protected health information will be made only with your authorization, unless otherwise permitted or required by law as described below.

You may give us written authorization to use your protected health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Without your written authorization, we will not disclose your health care information except as described in this notice.

**Sale of Health Information:** We will not sell or exchange your health information for any type of financial remuneration without your written authorization.

**Fundraising Communications:** We may use or disclose your health information for fundraising purposes, but you have the right to opt-out from receiving these communications.

**Company Personnel:** Your medical information may be disclosed to limited Company personnel to permit them to perform plan administration functions. Please see your group health plan document for a full explanation of the limited uses and disclosures that the Company may make of your medical information in providing plan administration.

**Others Involved in Your Health Care:** Unless you object, we may disclose to a member of your family, a relative, a close friend or any

other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death.

**Public Health and Safety:** We may disclose your protected health information to the extent necessary to avert a serious and imminent threat to your health or safety, or the health or safety of others. We may disclose your protected health information to a government agency authorized to oversee the health care system or government programs or its contractors, and to public health authorities for public health purposes.

**Health Oversight:** We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

**Abuse or Neglect:** If required by state law, we may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, if required by state law, we may disclose your protected health information if we believe that you have been a victim of abuse, neglect or domestic violence to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

**Criminal Activity:** Consistent with applicable federal and state laws, we may disclose your protected health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose protected health information if it is necessary for law enforcement



authorities to identify or apprehend an individual.

**Required by Law:** We may use or disclose your protected health information when we are required to do so by law. For example, we must disclose your protected health information to the U.S. Department of Health and Human Services upon request for purposes of determining whether we are in compliance with federal privacy laws. We may disclose your protected health information when authorized by workers' compensation or similar laws.

**Process and Proceedings:** We may disclose your protected health information in response to a court or administrative order,

subpoena, discovery request or other lawful process, under certain circumstances. Under limited circumstances, such as a court order, warrant or grand jury subpoena, we may disclose your protected health information to law enforcement officials.

**Law Enforcement:** We may disclose limited information to a law enforcement official concerning the protected health information of a suspect, fugitive, material witness, crime victim or missing person. We may disclose protected health information where necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

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## Plan Participant Rights

**Access:** You have the right to look at or get copies of your protected health information, with limited exceptions. You must make a request in writing to the contact person listed herein to obtain access to your protected health information. You may also request access by sending us a letter to the address at the end of this notice. If you request copies, we will charge you **25¢** for each page, **\$15.00** per hour for staff time to locate and copy your protected health information, and postage if you want the copies mailed to you. If the Company keeps your health information in electronic form, you may request that we send it to you or another party in electronic form. If you prefer, we will prepare a summary or an explanation of your protected health information for a fee. Contact us using the information listed at the end of this notice for a full explanation of our fee structure.

**Accounting of Disclosures:** You have the right to receive a list of instances in which we or our business associates disclosed your non-electronic protected health information for purposes other than treatment, payment, health care operations and certain other activities during the past six (6) years. For disclosures of electronic health information, our duty to provide an accounting only covers disclosures after January 1, 2011 [January 1, 2014] and only applies to disclosures for the three (3) years preceding your request. We will provide you with the date on which we made the disclosure, the name of the person or entity to whom we

disclosed your protected health information, a description of the protected health information we disclosed, the reason for the disclosure, and certain other information. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. Contact us using the information listed at the end of this notice for a full explanation of our fee structure.

**Restriction Requests:** You have the right to request that we place additional restrictions on our use or disclosure of your protected health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). Any agreement we may make to a request for additional restrictions must be in writing signed by a person authorized to make such an agreement on our behalf. We will not be bound unless our agreement is so memorialized in writing.

**Confidential Communication:** You have the right to request that we communicate with you in confidence about your protected health information by alternative means or to an alternative location. You must make your request in writing. We must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to bill and collect payment from you.

**Amendment:** You have the right to request that we amend your protected health information.



Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people or entities you name, of the amendment and to include the changes in any future disclosures of that information.

**Breach of Your Health Information:** If there is an unauthorized disclosure of your protected health information, we will notify you of this in writing and explain how you may mitigate any potential harm to you.

**Genetic Information:** The Company will not use or disclose your genetic information for underwriting purposes.

**Electronic Notice:** If you receive this notice on our website or by electronic mail (e-mail), you are entitled to receive this notice in written form. Please contact us using the information listed at the end of this notice to obtain this notice in written form.

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## Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information below.

If you believe that we may have violated your privacy rights, or you disagree with a decision we made about access to your protected health information or in response to a request you made, you may complain to us using the contact information below. You also may submit a written complaint to the U.S.

Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your protected health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

**Name of Contact Person: Darin Risinger**

**Telephone: (208) 672-2137      Fax: (208) 672-2025**

**Address: 650 N. Armstrong Place, Boise, Idaho 83704.**



## ADDENDUM FOR: CALIFORNIA

### **Under California State Law, you have these additional rights and restrictions:**

No Re-Disclosure of Your Health Information. We will not re-disclose your health information which we have received by means of your written authorization except as authorized by you in writing, or except as allowed by state and federal law.

Communication of Limitations in Your Authorization to Release Records. If we disclose your health information pursuant to your written authorization which includes some limitation upon the recipient's use or disclosure of that information, we will communicate that limitation to the recipient of your health information.

No Discrimination for Refusing to Sign an Authorization. We will not discriminate against you for refusing to sign an authorization for release of your health information.

Disclosure of Employee Health Information. We will not use or disclose

your health information without your written authorization except where: (a) we are compelled to do so by a court order or administrative process; (b) the health information is relevant to a lawsuit, arbitration or grievance to which you and the company are parties and in which you have put your mental or physical condition at issue; in such event, your health information may be disclosed only in connection with that proceeding; (c) your health information must be used to administer the company's employee benefit plan; and (d) your health information is necessary to be disclosed to a health care provider, health care professional or health care facility to aid in your diagnosis or treatment and you are unable to authorize the disclosure. Otherwise, we will not disclose your health information except pursuant to a valid authorization.

Charges for Copies of Your Records. If you request a copy of your medical records, we may charge for the cost of the copies, including labor to make the copies. These charges will not exceed .25¢ per page for copies, and actual labor costs for clerical assistance.



## ADDENDUM FOR: WASHINGTON

### **Under Washington State Law, you have these additional rights and restrictions:**

No Charges for Copies of Your Health Records. If you request a copy of your health record as maintained by the company benefits department, we will not charge you for the first set of such copies. In the alternative, we can provide you with the records and ask that you copy them at your own expense. For additional sets of copies, we may charge you for the actual cost of copying the records, including labor, and postage if you ask us to mail the records to you. These charges will not exceed .65¢ for pages 1 through 30, and .50¢ per page for pages 31 and over. The labor fee will not exceed \$15.00 per request. (The above charges may be adjusted biennially pursuant to the Consumer Price Index.)

Expiration of Authorization. Any authorization you sign for the release of your health information will expire automatically within ninety (90) days if you have not put a different expiration date on the authorization form.

Access to Your Health Information. We will provide you with access to your health information within fifteen (15) working days from the date of your written request, unless we are prevented from doing so by extenuating and unusual circumstances. If you so request, we will also allow access to your designated representative pursuant to your written request.



## **APPENDIX B**

### **Sample Business Associate Agreement**



## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) is made and entered into by and between **WinCo Foods, Inc.** and \_\_\_\_\_ **[insert name of Business Associate]** on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_. In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

### **1. Definitions:**

Business Associate. "Business Associate" shall mean \_\_\_\_\_ **[Insert Name of Business Associate]**.

ePHI. "ePHI" shall mean Protected Health Information transmitted by or maintained in electronic media.

Company. The "Company" shall mean **WinCo Foods, Inc..**

Plan Participant. "Plan participant" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, as limited to the information created or received by Business Associate from or on behalf of Company.

Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Security Incident. "Security Incident" shall mean a violation of the Security Rule, or the

breach of confidentiality, integrity or accessibility of ePHI.

Security Rule. "Security Rule" shall mean the statutes for security of individually identifiable health information at 45 CFR part 164, subpart C.

Unsecured Protected Health Information. Protected Health Information that has not been rendered unusable, unreadable or indecipherable to unauthorized individuals.

### **2. Obligations and Activities of Business Associate**

Business Associate agrees:

(a) Not to use or disclose Protected Health Information other than as permitted or required by this Agreement and the HIPAA Privacy Rule.

(b) To use appropriate safeguards to prevent use or disclosure of the Protected Health Information as specified by the HIPAA Privacy and HIPAA Security Rules.

(c) To mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) To report to Company any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) To ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Company, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) To provide access, at the request of Company, and in the time and manner requested by the Company, to Protected Health Information to the Company or, as directed by Company, to Plan participant in order to meet the requirements under 45 CFR 164.524. Such access may include access to, and copies of,



Protected Health Information maintained by Business Associate in electronic form.

(g) To make any amendment(s) to Protected Health Information in a Designated Record Set that the Company directs or agrees to pursuant to 45 CFR 164.526 at the request of Company or a plan participant, and in the time and manner requested by the Company.

(h) To disclose only the minimum necessary Protected Health Information when disclosure must be made. Whenever possible, Business Associate will redact or delete the following items from the Protected Health Information disclosed to others:

- o Names;
- o Postal address information, other than town or city, state, and zip code;
- o Telephone numbers;
- o Fax numbers;
- o Electronic mail addresses;
- o Social Security numbers;
- o Medical record numbers;
- o Health plan beneficiary numbers;
- o Account numbers;
- o Certificate/license numbers;
- o Vehicle identifiers and serial numbers, including license plate numbers;
- o Device identifiers and serial numbers;
- o Web Universal Resource Locators (URLs);
- o Internet Protocol (IP) address numbers;
- o Biometric identifiers, including finger and voice prints; and
- o Full face photographic images and any comparable images;

(i) Not to sell Protected Health Information that it receives from the Company to any other person or entity.

(j) To make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Company available to the Company, or to the Secretary, in a time and manner requested by the Company or designated by the Secretary, for purposes of the Secretary determining Company's compliance with the Privacy Rule and Security Rule.

(k) To document all disclosures of Protected Health Information and information related to such disclosures as would be required for Company to respond to a request by a Plan participant for an accounting of disclosures of Protected Health Information in accordance with federal and state laws and regulations.

(l) To report to Company any security incident of which it becomes aware.

(m) To authorize termination of the Agreement by Company, if Company determines that the Business Associate has violated a material term of the contract.

(n) To give notice to a plan participant, in the form and manner directed by the Company, if Business Associate causes or allows an unauthorized disclosure of unsecured Protected Health Information.

(o) To follow, to the extent possible, the guidelines published by the Secretary relating to the technology for rendering electronic Protected Health Information unusable, unreadable or indecipherable to unauthorized individuals.

### **3. Permitted Uses and Disclosures by Business Associate**

**[use one of the following versions]**

Specific purposes: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Company for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or Security Rule if done by Company or the minimum necessary policies and procedures of the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**[List Purposes].**

**<or>**

Underlying services agreement: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Company as specified in the agreement with \_\_\_\_\_ **[Insert Name of Business Associate]**, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by Company or the minimum necessary policies and procedures of the Company.

### **4. Obligations of the Company**

Company shall:

(a) Notify Business Associate of any limitation(s) in its notice of privacy practices of Company in accordance with 45 CFR 164.520,



to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Company has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## **5. Permissible Requests by Company**

Company shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Company.

## **6. Term and Termination**

(a) Term: This Agreement shall be effective as of \_\_\_\_\_ [Insert **Effective Date**], and shall terminate when all of the Protected Health Information provided by Company to Business Associate, or created or received by Business Associate on behalf of Company, is destroyed or returned to Company, or, if it is impractical to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause: Upon Company's knowledge of a material breach by Business Associate, Company shall either: (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any related agreement if Business Associate does not cure the breach or end the violation within the time specified by Company; (2) Immediately terminate this Agreement and any related agreement entered into by the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or (3) If neither termination nor cure are feasible, Company shall report the violation to the Secretary.

(c) Effect of Termination:

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Company, or created or received by Business Associate on behalf of Company. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is impractical, Business Associate shall provide to Company notification of the conditions that make return or destruction impractical. Upon providing notice that return or destruction of Protected Health Information is impractical, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction impractical, for so long as Business Associate maintains such Protected Health Information.

## **7. Miscellaneous**

(a) Regulatory References: A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Company to comply with the requirements of the HIPAA Privacy Rule or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) Survival: The respective rights and obligations of Business Associate under subsection 4(c) of this Agreement shall survive the termination of this Agreement.

(d) Interpretation: Any ambiguity in this Agreement shall be resolved to permit Company to comply with the HIPAA Privacy Rule or Security Rule.

## **8. Indemnification**

Business Associate shall defend and indemnify the Company from and for any and all liability, claims, proceedings, suits, damages, or causes of action resulting in any way from



Business Associate's breach of this Agreement or breach of the HIPAA Privacy Rule or HIPAA Security Rule. The duty to indemnify shall include the duty to defend the Company by hiring competent legal counsel at Business Associate's expense.

The parties have caused this Agreement to be executed on the date first written above.

**WinCo Foods, Inc.**

**[Insert name of Business Associate]**

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

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

Its:\_\_\_\_\_

Its:\_\_\_\_\_



## **APPENDIX C**

### **Authorization to Release Health Information**



**AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION  
(Health Plan)**

**\*\*YOU MAY REFUSE TO SIGN THIS AUTHORIZATION\*\***

**Purpose: This form is used to request your unconditioned authorization to release protected health information for the purpose stated.**

**SECTION A: Psychotherapy Notes**

☐ Check if this authorization is for psychotherapy notes.

**If this authorization is for psychotherapy notes, it may not be used as an authorization for any other type of protected health information.**

**SECTION B: Your Information**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Subscriber Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**SECTION C: Please read and complete the following statements carefully.**

No conditions: This authorization is voluntary. We will not condition our payment activities in connection with your claims, your enrollment in our health plan or your eligibility for benefits on you giving this authorization.

Effect of granting this authorization: The protected health information described below may be disclosed to and/or received by persons or organizations that are not subject to federal health information privacy laws. They may further disclose the protected health information, and it may no longer be protected by federal health information privacy laws.

Inspection and copy of the protected health information: You have the right to inspect and/or copy the protected health information described below.

1. Purpose of this authorization: By signing this form, you authorize the employee benefits department of WinCo Foods, Inc. ("Company") to disclose your protected health information for the following purposes:  
\_\_\_\_\_  
\_\_\_\_\_

2. Protected health information to be used and/or disclosed: The specific protected health information we are asking you to authorize us to disclose for the purposes stated above is:  
\_\_\_\_\_  
\_\_\_\_\_

3. Persons/organizations receiving the information: The person and/or organization to whom you are authorizing our Company to disclose and/or let use the protected health information described above are:  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Limitations, if any, on recipient's use of your protected health information: \_\_\_\_\_  
\_\_\_\_\_

**SECTION D: Remuneration (check one)**

- ☐ Our Company will *not* receive direct or indirect remuneration from a third party as a result of the disclosure of the protected health information requested by this authorization.
- ☐ Our Company *will* receive direct or indirect remuneration from a third party as a result of the disclosure of the protected health information requested by this authorization.

**SECTION E: Expiration and Revocation**

Expiration: This authorization will expire (complete one)

- ☐ On \_\_\_\_/\_\_\_\_/\_\_\_\_
- ☐ On occurrence of the following event (which must relate to you or the purpose of the disclosure being authorized):

\_\_\_\_\_  
\_\_\_\_\_

Right to revoke: I understand that I may revoke this authorization at any time by giving written notice of my revocation to the Contact Office listed below. I understand that revocation of this authorization will *not* affect any action you took in reliance on this authorization before you received my written notice of revocation.

**Name of Contact Person: Darin Risinger**

**Telephone: (208) 672-2137      Fax: (208) 672-2025**

**Address: 650 N. Armstrong Place, Boise, Idaho 83704**

**SIGNATURE – YOU MAY REFUSE TO SIGN THIS AUTHORIZATION**

I, \_\_\_\_\_, have had full opportunity to read and consider the contents of this authorization. I understand that, by signing this form, I am confirming my authorization that the Company may disclose to the persons and/or organizations named in this form the protected health information described in this form for the purposes stated in this form.

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

If this authorization is signed by a personal representative on behalf of the individual, complete the following:

Legal Representative's Name: \_\_\_\_\_

Relationship to Individual: \_\_\_\_\_



**YOU ARE ENTITLED TO A COPY OF THIS AUTHORIZATION AFTER YOU SIGN IT.**



## **APPENDIX C-1**

# **Authorization for Release of Medical Information (Oregon Only)**



**AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION**  
**(Health Plan / Oregon)**  
**\*\*YOU MAY REFUSE TO SIGN THIS AUTHORIZATION\*\***

**Purpose: This form is used to request your unconditioned authorization to release protected health information for the purpose stated.**

**SECTION A: Psychotherapy Notes**

☐ Check if this authorization is for psychotherapy notes.

**1. If this authorization is for psychotherapy notes, it may not be used as an authorization for any other type of protected health information.**

**SECTION B: Your Information**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Subscriber Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**SECTION C: Terms and Conditions of Disclosure.**

No conditions: This authorization is voluntary. We will not condition our payment activities in connection with your claims, your enrollment in our health plan or your eligibility for benefits on you giving this authorization.

Purpose of this authorization: By signing this form, you authorize the employee benefits department of United Heritage to disclose your protected health information for the following purposes:

\_\_\_\_\_  
\_\_\_\_\_

Designation of records: By initialing the spaces below, I specifically authorize the release of the following medical records, if such records exist:

- ☐ All hospital records (including nursing records and progress notes)
- ☐ Transcribed hospital reports
- ☐ Medical records needed for continuity of care
- ☐ Most recent five-year history
- ☐ Laboratory reports
- ☐ Pathology reports
- ☐ Diagnostic imaging reports
- ☐ Clinician office chart notes
- ☐ Dental records
- ☐ Physical therapy records



- ☐ Emergency and urgency care records
- ☐ Billing statements
- ☐ Other \_\_\_\_\_
- ☐ Please send the entire medical record (all information) to the above-named recipient. (The recipient understands this record may be voluminous and agrees to pay all reasonable charges associated with providing this record.)
- ☐ HIV/AIDS-related records\* \_\_\_\_\_
- ☐ Mental health information\* \_\_\_\_\_
- ☐ Genetic testing information\* \_\_\_\_\_
- ☐ Drug/alcohol diagnosis, treatment or referral information\*\*

Effect of granting this authorization: The protected health information described below may be disclosed to and/or received by persons or organizations that are not subject to federal health information privacy laws. They may further disclose the protected health information, and it may no longer be protected by federal health information privacy laws.

Protected health information to be used and/or disclosed: The specific protected health information we are asking you to authorize us to disclose for the purposes stated above is:

\_\_\_\_\_

\_\_\_\_\_

☐ This authorization is limited to the following treatment: \_\_\_\_\_

☐ This authorization is limited to the following time period: \_\_\_\_\_

☐ This authorization is limited to a workers' compensation claim for injuries of \_\_\_\_\_ (date)

Inspection and copy of the protected health information: You have the right to inspect and/or copy the protected health information described above.

Persons/organizations receiving the information: The person and/or organization to whom you are authorizing our Company to disclose and/or let use the protected health information described above are:

\_\_\_\_\_

Restrictions on use: Limitations, if any, on recipient's use of your protected health information: \_\_\_\_\_

#### **SECTION D: Remuneration (check one)**

☐ Our Company will *not* receive direct or indirect remuneration from a third party as a result of the disclosure of the protected health information requested by this authorization.

\_\_\_\_\_

\* Must be initialed to be included in other documents.

\*\* Federal Regulation, 42 CFR Part 2, requires a description of how much and what kind of information is to be disclosed.



- ☐ Our Company *will* receive direct or indirect remuneration from a third party as a result of the disclosure of the protected health information requested by this authorization.

**SECTION E: Expiration and Revocation**

Expiration: This authorization will expire (complete one)

☐ On \_\_\_/\_\_\_/\_\_\_\_\_

- ☐ On occurrence of the following event (which must relate to the individual or the purpose of the disclosure being authorized):

\_\_\_\_\_  
\_\_\_\_\_

Right to revoke: I understand that I may revoke this authorization at any time by giving written notice of my revocation to the Contact Office listed below. I understand that revocation of this authorization will *not* affect any action you took in reliance on this authorization before you received my written notice of revocation. Unless revoked earlier, this consent will expire 180 days from the date of signing or shall remain in effect for the period reasonably needed to complete the request.

**Name of Contact Person: Anne Aschenbrener**

**Telephone: (208) 493-6100 (ext. 215)      Fax: (208) 475-1015**

**Address: United Heritage, 707 E. United Heritage Court, Meridian, ID 83642**

**SIGNATURE – YOU MAY REFUSE TO SIGN THIS AUTHORIZATION**

I, \_\_\_\_\_, have had full opportunity to read and consider the contents of this authorization. I understand that, by signing this form, I am confirming my authorization that the Company may disclose to the persons and/or organizations named in this form the protected health information described in this form for the purposes stated in this form.

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

If this authorization is signed by a personal representative on behalf of the individual, complete the following:

Legal Representative's Name: \_\_\_\_\_

Relationship to Individual: \_\_\_\_\_

**YOU ARE ENTITLED TO A COPY OF THIS AUTHORIZATION AFTER YOU SIGN IT.**



## **APPENDIX D**

### **Company Resolutions**



***COMPANY RESOLUTION***  
***ADOPTION OF HIPAA PRIVACY MANUAL***

---

WHEREAS, **WinCo Foods, Inc.** (“the Company”) has authorized the creation of a HIPAA Privacy Manual; and

WHEREAS, the Company has reviewed the Privacy Manual; and

WHEREAS, the Privacy Manual is intended to satisfy fully the requirements set forth in the federal HIPAA Privacy Rules;

NOW THEREFORE,

BE IT RESOLVED, that the Company hereby approves of the adoption of the HIPAA Privacy Manual, effective October 1, 2013, with the expectation that applicable Company employees, including those with an ownership interest in the Company, will be instructed in their respective duties under the Manual and will comply fully therewith.

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

By: \_\_\_\_\_  
Valerie Davis



***COMPANY RESOLUTION  
APPOINTMENT OF A PRIVACY OFFICER***

---

WHEREAS, **WinCo Foods, Inc.** (“the Company”), having approved the adoption of the HIPAA Privacy Manual; and

WHEREAS, the Privacy Manual requires the appointment of a Privacy Officer; and

WHEREAS, the Company having great confidence in the integrity, experience, and judgment of Darin Risinger,

NOW THEREFORE,

BE IT RESOLVED, that the Company does hereby appoint Darin Risinger to be the Privacy Officer of the Company beginning March 8, 2021, and continuing until changed in accordance with the HIPAA Privacy Manual; and

BE IT FURTHER RESOLVED, that the Privacy Officer will vigorously carry out the duties set forth in the Privacy Manual and that all employees of the Company will be informed of the importance of adherence to the Privacy Manual and the importance of their cooperation with the Privacy Officer.

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

By: \_\_\_\_\_  
Brian Anttonen



## **APPENDIX E**

### **Privacy Training and Education Log**



## Privacy Training and Education Log

[illegible]



## **APPENDIX F**

### **Plan Participant Complaint Form**



## COMPLAINT FORM

Plan participant name: \_\_\_\_\_

Name of person submitting this complaint (if other than plan participant):

\_\_\_\_\_

Relationship to plan participant: \_\_\_\_\_

**Please provide the following information regarding your complaint:**

Date the conduct complained of occurred: \_\_\_\_\_

Company personnel involved in this matter: \_\_\_\_\_

\_\_\_\_\_

Complete details and description of the reason for your complaint:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What can the company do to address your complaint? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Company Use Only**

Description of Action Taken

to Address Complaint: \_\_\_\_\_

Privacy Officer Signature: \_\_\_\_\_

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



# **APPENDIX G**

## **Accounting of Disclosures Forms**



**ACCOUNTING OF DISCLOSURES OF  
NON-ELECTRONIC HEALTH INFORMATION**

Pursuant to your written request for an accounting of the disclosures made by the Company of your non-electronic protected health information, the following are the disclosures made during the past six (6) years which the Company is required to track and account for under the HIPAA Privacy Rules:

Date of Disclosure	Person/Entity to Whom Disclosures Were Made	Record of Information Disclosed	Reason for the Disclosure

Note: Under the federal HIPAA Privacy Rules, the Company is not required to track and account for disclosures of non-electronic health information:

- For purposes of treatment, payment activities or health care operations (see definition in Glossary, Appendix H);
- To the plan participant;
- Pursuant to an authorization signed by the plan participant;
- To correctional institutions or law enforcement officers; or
- That occurred prior to April 14, 2003.

Accordingly, the accounting provided herein does not include the above categories or types of disclosures.

**Privacy Officer Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



**ACCOUNTING OF DISCLOSURES OF  
ELECTRONIC HEALTH INFORMATION**

Pursuant to your written request, the Company provides the following accounting of disclosure of electronic health information which occurred in the past three (3) years:

Date of Disclosure	Person/Entity to Whom Disclosures Were Made	Record of Information Disclosed	Reason for the Disclosure

Note: Under the federal law, the Company is not required to account for disclosures of electronic health information that occurred prior to January 1, 2011 [January 1, 2014, if the Company maintained the electronic information prior to January 1, 2009].

**Privacy Officer Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



## **APPENDIX H**

### **Glossary of Terms**



## **GLOSSARY OF TERMS**

**Authorization** – Written permission granted by the plan participant or the plan participant’s guardian to use or disclose protected health information for purposes other than treatment, payment, health care operations or uses and disclosures permitted or required by the HIPAA Privacy Rule.

**Business associate** – A person who on behalf of a covered entity (or of an organized health care arrangement in which the covered entity participates) performs, or assists in the performance of:

- A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, company management, and repricing; or
- Any other function or activity regulated by this subchapter; or
- A person who provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such covered entity (or to or for an organized health care arrangement in which the covered entity participates) where the provision of the service involves the disclosure of individually identifiable health information from such covered entity (or arrangement), or from another business associate of such covered entity (or arrangement), to the person.

**Contact person** – The individual designated by a health plan to (1) receive plan participant complaints regarding privacy matters and (2) provide further information about topics covered in the Notice of Privacy Practices.

**Covered entity** – (1) A health plan (includes insurance companies, Medicare, Medicaid, group health plans, etc.); (2) a health care clearinghouse; or (3) a health care provider who transmits any health information in electronic form in connection with a standard HIPAA transaction (such as electronic billing).

**Designated record set** – A group of records maintained by or for a covered entity that includes the protected health records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or protected health management record systems maintained by or for a health plan; or used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this definition, the term *record* means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

**Disclosure** – Any release, transfer, provision of access to, or divulging in any other manner of protected health information outside the entity holding the information.



**Group health plan** (also, see definition of health plan in this section) – An employee welfare benefit plan (as defined in section 3(1) of the Employee Retirement Income and Security Act of 1974 (ERISA), 29 U.S.C. 1002(1)), including insured and self-insured plans, to the extent that the plan provides medical care (as defined in section 2791(a)(2) of the Public Health Service Act (PHS Act), 42 U.S.C. 300gg-91(a)(2)), including items and services paid for as medical care, to employees or their dependents directly or through insurance, reimbursement, or otherwise, that:

- Has 50 or more participants (as defined in section 3(7) of ERISA, 29 U.S.C. 1002(7)); or
- Is administered by an entity other than the employer that established and maintains the plan.

**HHS or Secretary** – The Department of Health and Human Services or the Secretary of Health and Human Services.

**Health care** – Care, services, or supplies related to the health of an individual. *Health care* includes, but is not limited to, the following:

- (1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
- (2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

**Health care operations** – Any of the following activities of the covered entity to the extent that the activities are related to covered functions, and any of the following activities of an organized health care arrangement in which the covered entity participates:

- (1) Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and plan participants with information about treatment alternatives; and related functions that do not include treatment;
- (2) Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;
- (3) Underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of § 164.514(g) are met, if applicable;



- (4) Conducting or arranging for protected health review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;
- (5) Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and
- (6) Business management and general administrative activities of the entity, including, but not limited to:
  - (i) Management activities relating to implementation of and compliance with the requirements of this subchapter;
  - (ii) Customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that protected health information is not disclosed to such policy holder, plan sponsor, or customer.
  - (iii) Resolution of internal grievances;
  - (iv) Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a covered entity or, following completion of the sale or transfer, will become a covered entity; and
  - (v) Consistent with the applicable requirements of § 164.514, creating de-identified health information, fundraising for the benefit of the covered entity, and marketing for which an individual authorization is not required as described in § 164.514(e)(2).

**Health care provider** – A provider of services (as defined in section 1861(u) of the Act, 42 U.S.C. 1395x(u)), a provider of protected health or health services (as defined in section 1861(s) of the Act, 42 U.S.C. 1395x(s)), and any other person or organization who furnishes, bills, or is paid for health care in the normal course of business.

**Health information** – Any information, oral or recorded in any medium, that:

- Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
- Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

**Health plan** – an individual or group plan that provides, or pays the cost of, medical care (as defined in section 2791(a)(2) of the PHS Act, 42 U.S.C. 300gg-91(a)(2)).

(1) *Health plan* includes the following, singly or in combination:

- (a) A group health plan, as defined in this section.
- (b) A health insurance issuer, as defined in this section.
- (c) An HMO, as defined in this section.
- (d) Part A or Part B of the Medicare program under title XVIII of the Act.
- (e) The Medicaid program under title XIX of the Act, 42 U.S.C. 1396, *et seq.*
- (f) An issuer of a Medicare supplemental policy (as defined in section 1882(g)(1) of the Act, 42 U.S.C. 1395ss(g)(1)).
- (g) An issuer of a long-term care policy, excluding a nursing home fixed-indemnity policy.



- (h) An employee welfare benefit plan or any other arrangement that is established or maintained for the purpose of offering or providing health benefits to the employees of two or more employers.
  - (i) The health care program for active military personnel under title 10 of the United States Code.
  - (j) The veterans health care program under 38 U.S.C. chapter 17.
  - (k) The Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) (as defined in 10 U.S.C. 1072(4)).
  - (l) The Indian Health Service program under the Indian Health Care Improvement Act, 25 U.S.C. 1601, *et seq.*
  - (m) The Federal Employees Health Benefits Program under 5 U.S.C. 8902, *et seq.*
  - (n) An approved State child health plan under title XXI of the Act, providing benefits for child health assistance that meet the requirements of section 2103 of the Act, 42 U.S.C. 1397, *et seq.*
  - (o) The Medicare + Choice Program under Part C of title XVIII of the Act, 42 U.S.C. 1395w-21 through 1395w-28.
  - (p) A high risk pool that is a mechanism established under State law to provide health insurance coverage or comparable coverage to eligible individuals.
  - (q) Any other individual or group plan, or combination of individual or group plans, that provides or pays for the cost of medical care (as defined in section 2791(a)(2) of the PHS Act, 42 U.S.C. 300gg-91(a)(2)).
- (2) Health plan excludes:
- (a) Any policy, plan, or program to the extent that it provides, or pays for the cost of, excepted benefits that are listed in section 2791(c)(1) of the PHS Act, 42 U.S.C. 300gg-91(c)(1); and
  - (b) A government-funded program (other than those listed above, within this definition):
    - (i) Whose principal purpose is other than providing, or paying the cost of, health care; or
    - (ii) Whose principal activity is:
      - (A) The direct provision of health care to persons; or
      - (B) The making of grants to fund the direct provision of health care to persons.

**Individually identifiable health information** – Information that is a subset of health information, including demographic information collected from an individual, and that: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (i) Which identifies the individual, or (ii) With respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

**IRB** - Institutional Review Board, established to review research activities in accordance with federal regulations.



**Law enforcement official** – An officer or employee of any agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, who is empowered by law to:

- (1) Investigate or conduct an official inquiry into a potential violation of law; or
- (2) Prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.

**Marketing** –

- (1) To make a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless the communication is made:
  - (i) To describe a health-related product or service (or payment for such product or service) that is provided by, or included in a plan of benefits of, the covered entity making the communication, including communications about: the entities participating in a health care provider network or health plan network; replacement of, or enhancements to, a health plan; and health-related products or services available only to a health plan enrollee that add value to, but are not part of, a plan of benefits.
  - (ii) For treatment of the individual; or
  - (iii) For case management or care coordination for the individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the individual.
- (2) An arrangement between a covered entity and any other entity whereby the covered entity discloses PHI to the other entity, in exchange for direct or indirect remuneration, for the other entity or its affiliate to make a communication about its own product or service that encourages recipients of the communication to purchase or use that product or service.

**Minimum necessary** – When using or disclosing protected health information or when requesting protected health information from another covered entity, a covered entity must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

**Payment** – Any of a number of activities by a covered entity involving reimbursement or coverage related to health care or health benefits. The definition of payment includes: obtaining premiums or identifying or providing benefits under a health plan; reimbursement for health services, determining eligibility, coverage, adjudication, or subrogation of health benefit claims; risk adjusting amounts due based on enrollee health status and demographics; billing, claims management, collection activities, obtaining payment under a contract for reinsurance and related health care data processing; review of health care services for protected health necessity, coverage under a health plan, appropriateness of care, or justification of charges; utilization review activities, including pre-certification and preauthorization of services, concurrent and retrospective review of services; and disclosure to consumer reporting agencies of certain protected health information relating to collection of premiums or reimbursement (i.e., name and address,



date of birth, social security number; payment history; account number; and name and address of the health care provider and/or health plan).

**Plan administration functions** – Administration functions performed by the plan sponsor of a group health plan on behalf of the group health plan and excludes functions performed by the plan sponsor in connection with any other benefit or benefit plan of the plan sponsor.

**Privacy officer** – The individual designated by a health plan to develop and implement privacy policies and procedures for the provider.

**Protected health information** – Individually identifiable health information that is or has been electronically maintained or electronically transmitted by a covered entity, as well as such information when it takes any other form that is (1) Created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. Protected health information excludes individually identifiable health information in employment records held by a covered entity in its role as an employer.

**Psychotherapy notes** – Notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual'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.

**Public health authority** – An agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

**Required by law** – 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 health care 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.

**Research** – Means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

**Summary health information** – Information that may be individually identifiable health information, and:

- That summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor has provided health benefits; and
- From which the information described at Section 164.514(b)(2)(i) has been deleted, except that the geographic information described in Section 164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.

**Treatment** – The provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a plan participant; or the referral of a plan participant for health care from one health care provider to another.

**Use** – Means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

**Workforce** – Employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.



# **APPENDIX I**

## **HIPAA Resources**



## **HIPAA RESOURCES**

### **Helpful General and Government Websites**

Listed below are some valuable resources on the Internet that provide general information about HIPAA:

- Accredited Standards Committee – X12N: <http://www.x12.org>
- American Health Information Management Association: <http://www.ahima.org>
- CMS HIPAA Site: <http://www.cms.hhs.gov/hipaa/hipaa2/default.asp>
- CMS's Links to other Administrative Simplifications Sites:  
<http://www.hcfa.gov/medicare/edi/hipaaedi.htm>
- HIPAAAlert: <http://www.hipaalert.com>
- Institute for Health Care Research and Policy, Georgetown University  
<http://www.healthprivacy.org>
- Phoenix Health System: <http://www.hipaadvisory.com>
- SNIP: <http://snip.wedi.org>
- WEDI: <http://www.wedi.org>



## **APPENDIX J**

# **Request for Correction/Amendment of Health Information**



## REQUEST FOR CORRECTION/AMENDMENT OF HEALTH INFORMATION

Plan Participant Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Plan Participant Address: \_\_\_\_\_  
\_\_\_\_\_

Plan Participant Phone Number: \_\_\_\_\_

Date of entry to be amended: \_\_\_\_\_ Type of entry to be amended: \_\_\_\_\_

Please explain how the entry is incorrect or incomplete. What should the entry say to be more accurate or complete? Please use additional paper, if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would you like the amendment sent to anyone to whom we may have disclosed the information in the past? If so, please specify the name and address of the organization or individual.

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Signature of Plan Participant or Legal Representative Date

**For Company Use Only:**

Date Received \_\_\_\_\_ Amendment has been: ☐ Accepted ☐ Denied

If denied, check reason for denial: ☐ PHI is not available to the plan participant for inspection as required by federal law  
☐ PHI was not created by the Company ☐ PHI is not part of plan participant's designated record set ☐ PHI is accurate and complete

Comments of Privacy Officer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Staff Member Title

\_\_\_\_\_  
Signature of Privacy Officer Date



## **APPENDIX K**

### **Restriction Request Form**



**RESTRICTION REQUEST FORM**  
**For Use and Disclosure of Protected health information**

In completing this form, you are requesting that the following restrictions be considered as limitations to the use and disclosure of your protected health information. If we grant your request, we are bound by the terms of the agreement. You will be notified in writing of **WinCo Foods, Inc.**'s decision to accept or deny your restriction request. Until a decision is reached, your request for restriction will not be honored.

**Requested Restrictions (please provide specific details and dates):**

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**Print Plan Participant Name:** \_\_\_\_\_

**Signature of Plan Participant or  
Authorized Representative:** \_\_\_\_\_

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

**Relationship to Plan  
Participant:** \_\_\_\_\_

**For Company Use Only:**

**Company:**    ☐ Accepts    ☐ Denies

**Privacy Officer Signature:** \_\_\_\_\_

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



## **APPENDIX L**

### **Request for Confidential Communications**



## REQUEST FOR CONFIDENTIAL COMMUNICATIONS

**Name of Plan Participant:** \_\_\_\_\_  
(please print)

**Date of Birth:** \_\_\_\_\_

I request that all communications to me (by telephone, mail or otherwise) by **WinCo Foods, Inc.** and/or its personnel be handled in the following manner:

- For written communications:      Address to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- For oral communications:      Call: \_\_\_\_\_  
(telephone number)  
May we leave a message?  
Yes ☐      No ☐

I require confidential communications, as stated above, because disclosure of my health information to others could endanger me.

Yes ☐      No ☐

\_\_\_\_\_  
**Plan Participant Signature**

\_\_\_\_\_  
**Date**

### For Company Use Only

Company:    ☐    Accepts    ☐    Denies

Privacy Officer Signature: \_\_\_\_\_

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



## **APPENDIX M**

# **Acknowledgment of Receipt/Review of HIPAA Privacy Manual**



# **EMPLOYEE ACKNOWLEDGMENT OF RECEIPT/REVIEW**

**OF**

## **HIPAA PRIVACY MANUAL**

I, \_\_\_\_\_, acknowledge that I have received and/or  
(print full name)  
reviewed the Company's HIPAA Privacy Manual and that I will comply with its  
provisions. I acknowledge that failure to comply could result in disciplinary action, up to  
and including termination.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)