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**Human Resources Operating Procedure No. 132**

**HIPAA Privacy and Security**

**Trinity Health Corporation Welfare Benefit Plan**

**Trinity Health Corporation Retiree Benefit Plan (Grandfathered)**

**Integrity & Compliance Policy No. 01 Integrity & Compliance Program**

EFFECTIVE DATE*:* January 1, 2017

Original Effective Date: April 14, 2003

PROCEDURE TITLE:

***Individual Rights Regarding Requesting***

***Amendments to Protected Health Information***

***To be reviewed every three years by:***

***Trinity Health Corporation Welfare Benefit Plan Privacy Official***

**REVIEW BY: January 1, 2020**

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This Procedure is in furtherance of the Trinity Health Corporation Integrity & Compliance Program as set forth in Trinity Health Corporation Integrity & Compliance Policy No. 01.

**PURPOSE**

The purpose of this Procedure is to establish a process for responding to an Individual’s request for an amendment of certain PHI maintained by the Plan. If the regulations under HIPAA are changed by HHS the Plan will follow the revised regulations.

**PROCEDURES**

***1. Facilitating Requests for Amendment***

An Individual must submit a request for an amendment of his or her PHI or a record about the Individual maintained by the Plan (including by a Business Associate on behalf of the Plan) in a Designated Record Set in writing to the Plan’s Privacy Official on the form provided by the Privacy Official. The request must include a reason to support the requested amendment.

***2. Timing of Response to Request for Amendment***

a. The Plan will act on a request for amendment within 60 days after receipt of the request.

b. Where the Plan is unable to act on the Individual’s amendment request within the initial 60-day period, this time limit may be increased once by no more than 30 days if the Plan provides the Individual, within 60 days after receipt of the request, with a written statement of the reasons for the delay and the date by which the Plan will complete its action on the amendment request (which date must be within the additional 30-day period).

***3. Accepting a Request for Amendment***

If the Plan accepts the requested amendment, in whole or in part, it will:

a. Make the appropriate amendment to the affected PHI or record. To do so appropriately, the Plan will, at a minimum, identify the records or information in the Designated Record Set that are affected by the amendment and append or otherwise provide a link to the location of the amendment;

b. Inform the Individual in a timely manner and in accordance with the above, that the Plan accepts the amendment;

c. Obtain the Individual’s identification of and agreement to have the Plan notify relevant persons with which the amendment needs to be shared; and

d. Make reasonable efforts to inform and provide the amendment within a reasonable time to persons identified by the Individual as having PHI about the Individual and needing the amendment, and persons, including Business Associates, that the Plan knows have the PHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on it to the detriment of the Individual.

***4. Denying a Request for Amendment***

a. The Plan may deny an Individual’s request for an amendment if it determines that the PHI or record that is the subject of the request:

i. Was not created by the Plan, unless the Individual provides a reasonable basis to support the belief that the originator of the PHI is no longer available to act on the requested amendment;

ii. Is not part of the Designated Record Set;

iii. Would not be available for inspection and copying pursuant to Human Resources Operating Procedure No. 130 (Individual Rights Regarding Access to Protected Health Information); or

iv. Is accurate and complete.

b. If the Plan, for the reasons stated above, determines that it must deny the requested amendment, in whole or in part:

i. The Plan will provide the Individual with a written denial in plain language within the time period specified above, stating:

I. The basis for the denial;

II. The Individual’s right to submit a written statement disagreeing with the denial and how the Individual may file this statement;

III. That, if the Individual does not submit a statement of disagreement, the Individual may request that the Plan attach the Individual’s request for amendment and the Plan’s denial with any future Disclosures that the Plan makes of the PHI that is the subject of the requested amendment; and

IV. How the Individual may complain to the Plan pursuant to the Plan’s complaint procedures, including contact information for the Privacy Official, or how to complain to the HHS, Office of Civil Rights.

ii. The Plan will permit the Individual to submit to the Plan a written statement disagreeing with the Plan’s denial of all or part of a requested amendment and the basis of such disagreement; however, the Plan may reasonably limit the length of such statement.

iii. The Plan may prepare a written rebuttal to an Individual’s written statement of disagreement. If the Plan prepares a rebuttal, it must take steps to provide the Individual with a copy of the rebuttal.

iv. The Plan will identify the record or PHI in the Designated Record Set that is the subject of the disputed amendment and append or otherwise link:

I. The Individual’s request for amendment;

II. The Plan’s denial of the request;

III. The Individual’s statement of disagreement (if the Individual submitted a statement); and

IV. The Plan’s rebuttal, if any.

v. If a statement of disagreement has been submitted by the Individual, the information required under Section 4.b.iv., above, or, at the election of the Plan, an accurate summary of such information, will be included with any future Disclosure(s) of the PHI to which the disagreement relates regardless of whether the Individual requested it to be included. If the Individual has not submitted a written statement of disagreement, upon the Individual’s request, the Plan must include the Individual’s request for an amendment and its denial, or an accurate summary of such information, with any future Disclosure(s) of the Individual’s PHI. If a future Disclosure is made using a Standard Transaction, as defined in 45 CFR Part 162, that does not permit the information required under Section 4.b.iv., above, to be included, the Plan will submit such information separately.

***5. Amendment by Another Entity***

If the Plan is informed by another Covered Entity that an amendment to an Individual’s PHI has been made, the Plan will make or append the amendment to the records in its possession or control.

***6. Documentation***

The Plan will document the titles of persons or officers responsible for receiving and processing requests for amendments and will retain documentation relating a requested amendment for the period of time described under Human Resources Operating Procedure No. 143 (Updates and Record Retention).

# DEFINITIONS

The following are definitions of key terms used in this Procedure. Any terms used in this Procedure, but not otherwise defined herein, shall have the meaning set forth in the HIPAA regulations, 45 CFR §§ 160.103, 164.103, 164.304, 164.402 and 164.501.

**Business Associate means**, with respect to a Covered Entity, a person or organization that:

1. Creates, receives, maintains, or transmits PHI for a function or activity on behalf of a Covered Entity other than in the capacity of a member of the Covered Entity’s Workforce; or

2. Provides, other than in the capacity of a member of the Covered Entity’s Workforce, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for the Covered Entity, where the provision of the service involves the Disclosure of PHI from the Covered Entity, or from another Business Associate of the Covered Entity, to the person.

However, a person or organization is not a Business Associate if it is:

3. A health care provider (e.g., hospital medical staff), with respect to Disclosures by a Covered Entity to the health care providing concerning the treatment of an individual; or

4.. A plan sponsor with respect to Disclosures by a group health plan (or by a health insurance issuer or HMO with respect to a group health plan) to the plan sponsor, to the extent the requirements of 45 CFR § 164.504(f) of HIPAA apply and are met.

**Covered Entity means** (a) a health plan, (b) a healthcare clearinghouse, or (c) a health care provider who transmits any health information in an electronic form in connection with a transaction covered under 45 CFR Subtitle A, Subchapter C, Parts, 160, 162 and 164.

**HHS means** the U.S. Department of Health and Human Services.

**HIPAA means** the Privacy Standards of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. § 1320d, et. seq., and the regulations issued thereunder, 45 CFR Parts 160 and 164, as amended from time to time.

**Individual** **means** the person who is the subject of PHI and who is also a participant or former participant in the Plan or a covered spouse, dependent or beneficiary under the Plan.

**Individually Identifiable Health Information means** 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 clearing house; 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

3. Identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

**Plan means** the Trinity Health Corporation Welfare Benefit Plan (“Welfare Plan”) and the Trinity Health Corporation Retiree Benefit Plan (Grandfathered) (“Retiree Plan”), with respect to the benefit programs thereunder that constitute “health plans,” as defined in 45 CFR § 160.103. For the Welfare Plan, the benefit programs that constitute health plans are the medical/prescription drug, dental, vision, employee assistance, flexible healthcare spending account and healthcare reimbursement account program components of the Plan. For the Retiree Plan, the benefit programs that constitute health plans are the medical/prescription drug, dental, vision and healthcare reimbursement account program components of the Plan. The Welfare Plan and the Retiree Plan are each a Covered Entity. Whenever reference is made to the Plan’s action, the activities of the Plan Sponsor on behalf of the Plan shall be treated as the action of the Plan.

**Plan Sponsor** **means** the “plan sponsor” as defined in section 3(16)(B) of ERISA, 29 U.S.C. § 1002(16)(B) and means Trinity Health Corporation and, except where context indicates otherwise, employees and agents of Trinity Health Corporation and the other participating employers in the Plan who are responsible for Plan administration functions.

**Privacy Official means** the person designated by the Plan or Plan Sponsor to oversee and administer the Plan’s compliance with these Procedures and HIPAA.

**Protected Health Information or PHI means** Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes Individually Identifiable Health Information: (a) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (b) in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (c) in employment records held by a the Plan Sponsor or a Covered Entity in its role as employer; and (d) regarding a person who has been deceased for more than 50 years.

**Workforce or Workforce Member** **means** employees and other persons whose conduct, in the performance of work for the Plan, is under the direct control of the Plan or Plan Sponsor or one of its affiliated entities on behalf of the Plan, whether or not they are paid by the Plan or Plan Sponsor or one of its affiliated entities. The Workforce Members are described in Section 2.a.i. of Human Resources Operating Procedure No. 122 (Minimum Necessary Use or Disclosure of

Protected Health Information).

**RELATED PROCEDURES AND OTHER MATERIALS**

* Human Resources Operating Procedure No. 120 (Use or Disclosure of Protected Health Information)
* Human Resources Operating Procedure No. 122 (Minimum Necessary Use or Disclosure of Protected Health Information).
* Human Resources Operating Procedure No. 123 (Business Associate Agreements)
* Human Resources Operating Procedure No. 143 (Updates and Record Retention)
* Enterprise Information Security Procedures
* Request for Amendment of Designated Records Form
* Response to Request for Amendment of Designated Records Form
* Rebuttal to Amendment of Designated Record Set

**APPROVALS**

**Initial Approval: 04/14/2003**

**Subsequent Review/Revisions: December 20, 2016**

HIPAA PRIVACY

REQUEST FOR AMENDMENT OF DESIGNATED RECORDS

**[Trinity Health Corporation Welfare Benefit Plan (“Plan”)]**

[Trinity Health Corporation Retiree Benefit Plan (Grandfathered) (“Plan”)]

**REQUEST**

Effective [*date*], I, *[please print full name*], am requesting that the Protected Health Information (“PHI”) contained in the Designated Record Set which the Plan or a Business Associate of the Plan maintains on my behalf be amended as follows: [*identify the information to be amended and the requested amendment as specifically as possible*]

[ ]  Additional pages attached.

Signature Date

[OR]

Representative/Relationship Date

**PLEASE DIRECT REQUESTS FOR AMENDMENTS
OR QUESTIONS REGARDING THIS FORM TO:**

[Trinity Health Corporation Welfare Benefit Plan]

[Trinity Health Corporation Retiree Benefit Plan (Grandfathered]

Attn: Privacy Official

c/o Trinity Health Corporation

Mail Stop E1C

20555 Victor Parkway

Livonia, MI 48152

Fax: (248) 347-5437

Email: weinerjz@trinity-health.org

For Plan Use Only

Date Request Received: \_\_\_\_\_\_\_

Response Due Date: \_\_\_\_\_\_\_

Date Response (attached) sent: \_\_\_\_\_\_\_\_\_\_\_\_\_

HIPAA PRIVACY

RESPONSE TO REQUEST FOR

AMENDMENT OF DESIGNATED RECORDS

 **[Trinity Health Corporation Welfare Benefit Plan (“Plan”)]**

[Trinity Health Corporation Retiree Benefit Plan (Grandfathered) (“Plan”)]

**PLAN’S RESPONSE**

On [*date*], the Plan received your request for amendment of Protected Health Information (“PHI”). As of [*date no later than sixty (60) days following date of receipt*], the Plan takes the following action with respect to your request:

[ ]  Grants all or part of your request. Specifically, the Plan will take the following requested action(s) .

Please notify the Plan in writing of all persons or entities, and their addresses, to which you would like notification of this change to be sent .

[ ]  Denies all or part of your request. Specifically, the Plan will not take the following requested action(s) ,

based on the following reasons:

[ ]  The information was not created by the Plan;

[ ]  The information is not part of your Designated Record Set;

[ ]  The information is accurate and complete;

[ ]  Under HIPAA, you are restricted from accessing or amending this information; or

[ ]  Other .

[ ]  Additional pages attached.

**You have the right to contest this denial of amendment by the Plan by submitting a written statement of disagreement to the Privacy Official of the Plan at the address below. Even if you do not submit a statement of disagreement, you may request in writing to the Privacy Official at the address below that the Plan include your written request for amendment and the Plan’s denial thereof with any future disclosures of that information. You also have the right to file a complaint about your denial to the Plan or to the Office of Civil Rights, U. S. Department of Health and Human Services. Please contact the Plan’s Privacy Official at:**

[Trinity Health Corporation Welfare Benefit Plan]

[Trinity Health Corporation Retiree Benefit Plan (Grandfathered]

Attn: Privacy Official

c/o Trinity Health Corporation

Mail Stop E1C

20555 Victor Parkway

Livonia, MI 48152

Fax: (248) 347-5437

Email: weinerjz@trinity-health.org

[ ]  The Plan requires a 30-day extension of time within which to respond to your request for the following reason(s)

The Plan will act on your request by [*date no later than ninety (90) days following date of receipt*].

[Trinity Health Corporation Welfare Benefit Plan]

[Trinity Health Corporation Retiree Benefit Plan (Grandfathered]

By:

Its:

Date:

HIPAA PRIVACY REBUTTAL TO

AMENDMENT OF DESIGNATED RECORD SET

**[Trinity Health Corporation Welfare Benefit Plan (“Plan”)]**

[Trinity Health Corporation Retiree Benefit Plan (Grandfathered) (“Plan”)]

**PLAN’S REBUTTAL**

On [*date statement of disagreement was received*], [*name of participant or beneficiary*] filed a statement of disagreement to the Plan’s denial of his/her request for amendment dated . The Plan responds to this statement of disagreement as follows:

[ ]  Additional pages attached.

COPIES OF THIS DOCUMENT SHALL BE APPENDED TO THE INFORMATION TO WHICH IT PERTAINS IN A DESIGNATED RECORD SET AND WILL BE PROVIDED WITH ANY FUTURE DISCLOSURES OF SUCH INFORMATION UPON THE PARTICIPANT’S OR BENEFICIARY’S REQUEST.

Please direct questions regarding this form and the Plan’s complaint procedures to:

[Trinity Health Corporation Welfare Benefit Plan]

[Trinity Health Corporation Retiree Benefit Plan (Grandfathered]

Attn: Privacy Official

c/o Trinity Health Corporation

Mail Stop E1C

20555 Victor Parkway

Livonia, MI 48152

Fax: (248) 347-5437

Email: weinerjz@trinity-health.org