

Fish & Schulkamp Inc. & Fish & Schulkamp Insurance

HIPAA PRIVACY POLICY

This Policy describes the steps that Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will take with respect to “Protected Health Information” (“PHI”) that it receives subject to the terms of a Business Associate Agreement.

Definitions

Business Associate Agreement A Business Associate Agreement is a formal written contract described under applicable HIPAA regulations. A Business Associate Agreement requires Fish & Schulkamp Inc. & Fish & Schulkamp Insurance to comply with specific requirements related to PHI.

Covered Entity. A Covered Entity is a health plan, health care provider that transmits PHI electronically, or a health care clearing house.

Protected Health Information (PHI). PHI includes all “individually identifiable health information” that is transmitted or maintained in any form or medium by a Covered Entity. This can include oral discussions, paper documents and computerized information. “Individually identifiable health information” is defined as health information that is:

- created or received by a health care provider, health plan, employer 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.

Policies Concerning Client Records with PHI

Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will protect all PHI received under a Business Associate Agreement in a confidential manner. Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will not use or disclose PHI other than as permitted or required by the Business Associate Agreement or as required by law. Generally, only those with the need to know such information will have access to PHI and, even then, they will only have access to as much information as is minimally necessary for the legitimate use of the PHI.

In the event that PHI must be disclosed to a subcontractor or agent, Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will ensure that the subcontractor or agent agrees to the same requirements as apply to Fish & Schulkamp Inc. & Fish & Schulkamp Insurance under the Business Associate Agreement, prior to any disclosure.

Safeguards and Mitigation of Harm

Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will maintain appropriate safeguards to prevent use and disclosure of PHI other than as provided by the Business Associate Agreement. In the event of any violation of the requirements, Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will mitigate any harmful effect of the violation to the extent practicable. Fish & Schulkamp Inc. & Fish & Schulkamp Insurance must report to the Covered Entity any use or disclosure of PHI in violation of the Business Associate Agreement of which it becomes aware.

Oral Security

- When transmitting PHI orally, all staff of Fish & Schulkamp Inc. & Fish & Schulkamp Insurance must do so in a secure or screened area.
- Fish & Schulkamp Inc. & Fish & Schulkamp Insurance staff should only discuss PHI with those individuals who are involved, regardless of their physical location.

- Fish & Schulkamp Inc. & Fish & Schulkamp Insurance staff is advised to be sensitive to the level of their voice and to the fact that others may be in a position to overhear some or all of their conversation.

Physical Security

- PHI reports and records from PHI must be stored in safe and secure areas.
- To the extent practical, all PHI will be placed in a locked filing cabinets, out of common view. Individuals with a need to have access to that information for the completion of their job duties will have access, following a determination of such access.
- Transfer of PHI will be secured in a sealed envelope or box with explicit instructions regarding the appropriate individuals who may have access to that information.
- Individual employees will be advised that they should not leave any records or reports that include PHI unattended at any location (e.g. on their desk, on a conference room table, or any other location).

Electronic PHI

Information that is stored electronically must be stored and maintained in a secure environment, in compliance with Fish & Schulkamp Inc. & Fish & Schulkamp Insurance's other policies regarding the use of computers and other electronic devices.

Individual Rights

Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will assist the Covered Entity in compliance with the individual rights requirements of the HIPAA privacy regulations as provided by the Business Associate Agreement. This includes:

- Providing access to PHI to the Covered Entity or as directed by the Covered Entity to an individual to meet the obligations to provide access to PHI to the individual;
- Making any amendments to PHI that the Covered Entity agrees to pursuant to the request of the individual, as directed by the Covered Entity; and
- Documenting all accountable disclosures required to respond to a request by an individual for an accounting of disclosures of PHI and providing such documentation to the Covered Entity to respond to a request by an individual for documentation of disclosures, as directed by the Covered Entity.

Access

As required by the Business Associate Agreement, Fish & Schulkamp Inc. & Fish & Schulkamp Insurance will make its internal practices, books, and records relating to its use and disclosure of PHI available to the Covered Entity or to the Secretary of Health and Human Services for purposes of determining compliance with the terms of the Business Associate Agreement and the HIPAA privacy regulations.

Enforcement

All Fish & Schulkamp Inc. & Fish & Schulkamp Insurance staff members are responsible for adhering to this Policy. Individuals who violate this Policy will be subject to the appropriate and applicable disciplinary process, up to and including termination or dismissal.