



MISSOURI DEPARTMENT OF MENTAL HEALTH

Keith Schafer, Department Director



DEPARTMENT
OPERATING
REGULATION
NUMBER

DOR

8.040

CHAPTER Regulatory Compliance	SUBCHAPTER HIPAA Regulations	EFFECTIVE DATE 6-17-15	NUMBER OF PAGES 2	PAGE NUMBER 1 of 2
SUBJECT Access to Consumer Protected Health Information (PHI) by Department of Mental Health Staff, Volunteers or Students		AUTHORITY Section 630.050 RSMo		History See Below
PERSON RESPONSIBLE General Counsel			SUNSET DATE 7-1-18	

PURPOSE: It is the policy of the Missouri Department of Mental Health (DMH) to protect the privacy of protected health information (PHI) in compliance with federal law. To assist in assuring that protection, it is the practice of DMH to assure that its workforce recognize the importance of such confidentiality provisions, and affirmatively acknowledge those guidelines. See 45 CFR Parts 160 and 164, et seq.

APPLICATION: DMH, its facilities and workforce.

(1) DEFINITIONS:

(A) Protected Health Information (PHI): Individually identifiable health information that is transmitted or maintained in any form or medium, by a covered entity, health plan or clearinghouse as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 160 and 164.

(B) DMH workforce members: Includes all state 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 (facility or Department). This shall include client workers employed by the Department of Mental Health or its facilities.

(2) STAFF ACCESS:

(A) DMH workforce members shall be granted access to PHI, whether written, electronic or verbal in nature, in accordance with state and federal law (HIPAA, P.L. 104-191); (42 CFR Part 2 et seq.); (Sections 630.140 and 630.167, RSMo), and other relevant Department Operating Regulations (DOR). Access to PHI shall be limited to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. In addition, communications between workforce members which involve PHI shall also be considered confidential and should not take place in public areas. If it is absolutely necessary to conduct such conversations in public areas, reasonable steps shall be taken to assure the confidentiality of the PHI.

(B) Consumer PHI shall not be removed from a facility or Central Office without specific authorization from the Privacy Officer or designee, or the appropriate medical records personnel. Each facility shall establish a procedure for how workforce members are to physically access PHI in medical records (i.e. how to sign records in and out and under what conditions, etc.).

(C) If PHI in any form is lost or stolen, the Privacy Officer or designee shall be notified as soon as practical, but no later than two (2) business days after the



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loss is discovered, in order for the Privacy Officer or designee to initiate the mitigation process.

(3) TRAINING: DMH workforce members shall be informed of their obligations with respect to PHI by mandatory participation in HIPAA Privacy Training as set forth in DOR 8.090.

(4) REQUIRED CONFIDENTIALITY AGREEMENT: DMH workforce members that receive or maintain PHI shall agree to the protection of such PHI in accordance with the state and federal laws as set forth above by signing the attached "Confidentiality Agreement." A copy of the signed "Confidentiality Agreement" shall be maintained in the personnel file of DMH staff, or in the director of volunteer services' office if not a DMH staff.

(5) VISITORS: Visitors to Central Office and all facilities are not required to sign the confidentiality agreement. However, a copy of the confidentiality agreement shall be located next to the Visitor Sign-in materials at each facility to be available for review by each visitor.

(6) LOCAL POLICIES: There shall be no facility policies pertaining to this topic. The Department Operating Regulation shall control.

(7) REVIEW PROCESS: Information shall be collected from the facility Privacy Officers annually to monitor compliance and identify any issues with this DOR.

(8) SANCTIONS: Failure of workforce members to comply or assure compliance with the DOR may result in disciplinary action, including dismissal.

(9) ATTACHMENT: Confidentiality Agreement.

HISTORY: Original DOR effective January 1, 2003. Final DOR effective June 1, 2003. Amendment effective July 1, 2006. On July 1, 2009, the sunset date was extended to July 1, 2012. Amendment effective June 25, 2012. Amendment effective June 17, 2015.

CONFIDENTIALITY AGREEMENT

I recognize and acknowledge that the services provided by the Missouri Department of Mental Health (DMH) and this facility are confidential. To enable DMH and this facility to perform those services, consumers furnish confidential protected health information (PHI). Confidential consumer information can also be obtained from other sources, such as the Social Security Administration. DMH workforce members also provide confidential personally identifiable information (PII) related to their employment.

In the course of my duties at DMH, I may be exposed to PHI, PII or other confidential data. I agree that I will not at any time during, or after, my employment with DMH disclose (which could mean giving someone records or talking with someone) any data I have viewed or possessed. I understand that any use or disclosure of confidential information may cause injury to a consumer, another employee, or this facility and may violate state and federal confidentiality laws and regulations.

I recognize and acknowledge that although the information contained in the medical record (PHI) can only be disclosed by the consumer or his/her legal guardian, that the medical record (PHI) is the property of this facility; that no original medical records or portions of a medical record, shall be removed from this facility for any reason, and that I will not keep or sell data in any format.

I acknowledge that in receiving, storing, processing or otherwise working with consumer medical records (PHI) from this facility, I am fully bound by HIPAA federal regulations (45 CFR Sections 160 and 164); by 42 CFR Part 2 et seq., "Confidentiality of Alcohol and Drug Abuse Patient Records"; and by Missouri state law and any other applicable federal law.

I also acknowledge that during my employment I may be exposed to PII of DMH workforce members. I understand I cannot disclose or disseminate this information.

I, _____ (PRINT NAME), employed or volunteering as a

_____ (PRINT POSITION) have read all of the above sections of this Agreement, and fully understand and shall comply with them. I understand that failure to comply may lead to sanctions.

SIGNATURE

DATE