

Greene Arc, Inc.

Policy and Procedure Manual

300 Employment Classifications

Employees are classified into one of three categories: regular full-time, regular part-time or temporary.

- **Full-time:** A regular full-time employee is regularly scheduled to work at least 30 hours per week in a regular work assignment. Full-time employees are eligible for all benefits.
- **Part-time:** A regular part-time employee is regularly scheduled to work less than 30 hours per week in a regular work assignment. Part-time employees are entitled to the following benefits:

Part-time employees who have completed the introductory period and who have performed one thousand (1,000) hours of work for Greene Arc, Inc. in any calendar year (“qualified part-time employee”) shall earn the following benefits in that calendar year:

- a. Vacation Pay – one (1) hour for each thirty (30) hours worked;
- b. Sick Pay – one (1) hour for each thirty (30) hours worked.

See the Vacation and Sick Time policies for more details regarding use and scheduling.

- c. Life Insurance – part-time employees who have completed the introductory period and who have performed one thousand (1,000) hours of work for Greene Arc, Inc. in any calendar year (“qualified part-time employee”) shall be covered by life insurance during the following calendar year in the amount of twenty thousand dollars (\$20,000).
 - d. Retirement – part-time employees may participate in retirement programs.
- **Temporary:** A temporary employee is hired to work on a specific project or for a specified amount of time. The number of hours worked each week will have no impact on this status. Temporary employees are eligible for those benefits required by law.

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Exempt and Non-Exempt Status: Employees of Greene Arc are classified as either “exempt” or “non-exempt.” This is necessary because, by law, employees in certain types of jobs (determined by the duties and responsibilities of the job) are entitled to overtime pay for hours worked in excess of forty (40) hours per work week.

- Non-exempt positions (also referred to as “hourly” positions) are covered by the overtime provisions of the Fair Labor Standards Act (FLSA) and require overtime payment of 1½ times a staff member’s hourly wage rate. The work week at Greene Arc begins at 12:01 a.m. on Sunday and ends the following Saturday. Positions that are, by law, non-exempt and require overtime payment, cannot be treated as exempt positions under any circumstances.
- Exempt positions (also referred to as “salaried” positions) are excluded from overtime payment provisions. By law, Greene Arc is not required to pay staff members in exempt positions any overtime. In some instances, due to practices within the industry or other market conditions, Greene Arc may choose to treat certain exempt positions as non-exempt for purposes of paying overtime. Treating an exempt position as a non-exempt for the purpose of paying overtime is allowed under the FLSA.

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301 Timekeeping Procedures

It is the policy of Greene Arc to comply with applicable laws that require employees to maintain records of the hours they work. It is the responsibility of all employees to accurately record their time. This includes the time the employee begins and ends their work day, as well as the beginning and end of each meal period. Each employee shall also record the beginning and ending time of any departure from work for personal reasons.

In order to properly record your time, all non-exempt (hourly) employees must either log in/log out utilizing the timesheets or the time clocks provided by Greene Arc, depending on work location. In the event of an error in recording your time, please report the error to your Supervisor immediately.

Please be certain that hours worked and used leave time is recorded accurately. Falsification of a timesheet is a breach of Company policy and is grounds for disciplinary action, up to and including termination. Please discuss any questions that you may have about your pay with your Supervisor or the Human Resources Department.

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304 Pay Day

All employees will be paid two (2) times per month, on or before the fifteenth (15th) and the last day of the month. If pay day would fall on a Saturday, it would be paid on Friday. If it fell on a Sunday, it would be paid on Monday. Payment shall be made by check, either through direct deposit or to be distributed by the employee's Supervisor, with recognition of legitimate deductions. The employee shall receive with his/her pay, a plain statement itemizing the number of hours worked during the pay period and, if practicable, setting forth the straight overtime and premium time hours worked during the pay period. The statement shall also itemize all payroll deductions per each day and show year-to-date deductions.

Mandatory Deduction: Greene Arc is required by law to make certain deductions from your paycheck. Among these are applicable federal, state and local income taxes and your contribution to Social Security, as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify the number of exemptions you claim, please complete a new W-4 form. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Wage Garnishments: Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained to you whenever Greene Arc is required to make such deductions from your pay.

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305 Holidays

The Company gives times off to all eligible full-time employees on the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Eve Day
- Christmas Day

Eligibility: Eligible full-time employees will receive seven and one-half (7½) hours [eight (8) hours for residential employees] pay for unworked holidays as long as they meet the following criteria:

1. The employee must have worked his/her last scheduled work day prior to and following the holiday; and
2. When one of the holidays falls during an approved/scheduled vacation of a full-time employee, the employee will receive holiday pay and the vacation day shall be taken at a later time.

Holiday Pay Rate: Any full-time eligible employee required to work on a holiday will be paid at time and a half his/her regular rate for all hours worked in addition to the holiday pay. Additionally, the employee must have worked their last scheduled work day prior to and their scheduled work day after such holiday.

Scheduling for Holidays: Scheduling for holidays will be done by asking for volunteers by seniority and, if none, mandating the least senior qualified employee to work and rotating up the seniority list in subsequent situations.

For Day Programs, holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

Greene Arc, Inc. reserves the right to substitute other days for Martin Luther King Day, Presidents' Day or Christmas Eve in order to provide long weekends in conjunction with other holidays.

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306 Vacation Time

Vacation Accrual: Full-time employees will accrue vacation days starting with the first full month of employment after completion of introductory status. The schedule for accrual of vacation days is as follows:

First year of employment	½ day per month
Second and Third year of employment	1 day per month
Fourth, Fifth and Sixth year of employment	1¼ days per month
Seventh and subsequent years	1½ days per month

Employees will accrue vacation time only in a month in which the employee receives pay, including paid time off, for ninety (90) percent of the hours available to the employee.

Employees may accrue vacation from year to year to a maximum of twenty (20) days.

Vacation Notice and Approval: Request for approval of vacation leave not pre-scheduled at the first of the year, as stated below, must be submitted to each employee's immediate Supervisor two (2) weeks in advance. Approval will be at the discretion of the immediate Supervisor based on having the required number of personnel in each classification, at each site on the days requested.

Between January 1 and January 15 of each year, employees wishing to pre-schedule their vacation will submit their request to Greene Arc, Inc., who will then review such requests and grant vacations based on seniority. Those who are not granted their preference of days will be notified and given the opportunity to request other days not taken by seniority. Both pre-scheduled vacations or vacations applied for after the pre-scheduling period, may be taken in one day increments, but full week vacations will be given preference over one day requests, regardless of seniority. Additionally, pre-scheduled vacations cannot be bumped by vacation requests submitted after the pre-scheduling dates, regardless of seniority. Once vacations are granted, they cannot be changed unless by mutual agreement of the employee and Greene Arc, Inc.

Vacation Pay at Termination of Employment: Employees will be paid the cash equivalent of any unused vacation days upon termination of employment, unless they were terminated for any reason other than a layoff or reduction in force, or they voluntarily resigned without giving Greene Arc two (2) weeks' notice. Vacation days may not be taken during an employee's last fourteen (14) calendar days of employment without approval of Management.

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307 Additional Paid Leave

Personal Days

Each full-time employee who has completed the introductory status on the first working day of any calendar quarter shall receive one (1) personal day, seven and one-half (7½) hours [eight (8) hours for direct care residential workers]. Personal days may not be carried over from one quarter to the next, unless the Company has denied a timely request to use the personal day. Personal days may be taken at the employee's discretion but must be approved two (2) weeks in advance by the employee's immediate Supervisor. With the approval of the immediate Supervisor, residential workers may use personal days in less than eight (8) hour blocks. Personal days may be used for emergencies when the required notice cannot be given, but the Company may ask for substantiation that the emergency existed. The maximum rollover allowed is one (1) day. Employees will not be paid the cash equivalent of any unused personal days at termination of employment.

Sick and Bereavement

Full-time employees will accrue one (1) sick day per month (8 hours for direct care residential workers, 7½ hours for all others), starting with the first full month of employment after completion of the introductory period. Employees will accrue sick days only in a month in which the employee receives pay, including paid time off, for ninety (90) percent of the hours available to the employee.

Sick leave may accumulate to a maximum of forty-five (45) days. Unused sick leave earned in excess of forty-five (45) days will be paid at a rate of one-half (½) of the employee's daily rate for each such day at the end of each fiscal year.

Sick leave may be used only for the following reasons:

- Illness of the employee;
- A death in the employee's immediate family, which includes: husband, wife, significant other, son, daughter, brother, sister, parent, parent-in-law, grandparents, grandchild or child/adult in a foster relationship to employee;
- Serious illness in the employee's immediate family that requires the employee's care;
- Contact with or exposure to a contagious disease or infection rendering the employee's presence hazardous to fellow employees or individuals;
- Necessary medical or dental attention that cannot be scheduled during non-working hours.

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Employees may donate accrued sick days over ten (10) days to another employee who may need the time for reasons stated above, ***and who has exhausted all accrued time***, with the approval of the Executive Director.

Employees shall be held to strict accountability for statements made by them concerning sick leave. Any misrepresentation shall subject the employee to disciplinary action. Proof of illness signed by a physician will be required if an employee is absent for three (3) or more consecutive work days. A "Physician's Release for Employment" shall be required to return to work after missing ten (10) consecutive work days or being hospitalized for any reason.

We understand that emergencies and illness cannot be anticipated. However, whenever possible for medical appointments or bereavement leave, the Company appreciates as much advanced notice as possible for the use of sick days. Unused sick days will not be paid out upon termination of employment.

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308 Family Medical Leave (FMLA)

Family Medical Leave Act (FMLA) allows employees to balance their work and family life by taking reasonable leave for certain family and medical reasons. To be eligible for an FMLA leave, you must have worked for Greene Arc for at least 12 months, have worked 1,250 hours during the past 12 months and work at a site where at least 50 employees are employed by the Company within a 75-mile radius.

REASON FOR LEAVE – (According to FMLA law, “immediate family member” includes spouse, parent and child)	Max Length of Unpaid Job-Protected Leave For 12-Month Period*
Employee’s own serious health condition	12 weeks
Birth of a child and to care for the newborn child	12 weeks
Placement of a child with you for adoption or foster care	12 weeks
To care for an immediate family member with a serious health condition	12 weeks
To respond to an urgent situation arising out of an immediate family member’s active duty or call to active duty (deployment to a foreign country) in the National Guard, Reserves or Regular Armed Forces (qualifying exigencies)	12 weeks
To care for an immediate family member who has incurred a serious injury or illness while on active duty in the Armed Forces, including a veteran discharged within past five years	12 weeks
To attend to an immediate family member who is on “rest and recuperation” from military service	12 weeks

* Except for the 26-week Military Caregiver leave, the Company uses a rolling calendar that looks backward from the first day of FMLA leave used to measure this 12-month period. Each time you take leave, the remaining leave entitlement would be the balance of the time allowable under FMLA which has not been used during the preceding 12-month period. For Military Caregiver leave, the 12 months begins on the first day you take leave and ends twelve months *later*.

Benefits and Protections: During FMLA leave, you maintain health coverage under any “group health plan” on the same terms as if you had continued to work. Upon return from FMLA leave, you will be returned to your original or equivalent position(s) with equivalent pay, benefits and other employment terms. If you do not return to work after your FMLA leave expires, the Company reserves the right to recoup the money spent on health insurance benefits during your leave period in accordance with applicable law. While on FMLA leave, your Paid Time Off (PTO) accruals will be consistent with the Company’s PTO policy.

Effective 04-01-2021 This document is for informational purposes only and is not to be construed as an employment agreement or contract. Greene Arc, Inc. retains the right to amend or change policies contained here-within at any time without prior notice. The provisions of this Policy and Procedure Manual will apply except where the policy conflicts with state law or Collective Bargaining Agreement provisions

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An employee who fraudulently obtains Family and Medical Leave from Greene Arc is not protected by the FMLA's job restoration or maintenance of health benefits provisions. In addition, Greene Arc will take all available appropriate disciplinary action against such employee due to such fraud.

Definition of Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job or prevents your qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave by Spouses Employed by the Company: If you and your spouse both work for the Company and each of you wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a "parent-in-law") with a serious health condition, you may only take a combined total of 12 weeks of leave. If you and your spouse both wish to take leave to care for a covered injured or ill service member, you each may only take a combined total of 26 weeks of leave.

Requesting FMLA Leave: If your need for FMLA leave is foreseeable, you must notify the Company at least 30 days prior. If this is not possible, you must give notice as soon as practicable (within one to two business days of learning of your need for leave) to the Company and you generally must comply with the Company's normal call-in procedures. Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with the Company first regarding the dates of such treatment to work out a schedule that best suits the needs of the employee (or the covered military member, if applicable) and the Company.

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Certification Process: Within five (5) business days after you have provided the Company with notice of a request for FMLA leave, or after the Company has become aware of your need for leave, we will provide you with the Department of Labor's (DOL) Notice of Eligibility and Rights Form as well as the appropriate DOL certification form. You are responsible for ensuring that we receive a completed certification form so we can determine if the request qualifies for FMLA leave. Completed certifications must be received by the Company within 15 days of the request. Failure to provide the required certification for FMLA leave may result in the denial of leave or continuation of leave.

Substitution of Paid Leave for Unpaid Leave: While on FMLA leave, **you must use any paid time off that you have available**, in accordance with the applicable paid time off policy. Your absence due to a workers' compensation injury will run concurrently with FMLA leave, provided that the absence is due to a qualifying "serious health condition," as defined under the FMLA. Please be aware that employees receiving workers' compensation payments are not able to substitute accrued paid time off for any part of the leave of absence unless state law permits and the employer and employee agree to have paid leave supplement workers' compensation benefits, such as in the case where workers' compensation only provides partial replacement of an employee's salary.

Employees who are collecting short-term disability payment while on FMLA leave will not be required to use available PTO unless they choose to do so and the plan allows.

Intermittent Leave or Reduced Work Schedule: You may take the leave continuously, intermittently or on a reduced work schedule basis when medically necessary. However, in all cases, the leave may not exceed a total of 12 weeks (60 days or 480 hours), or 26 weeks to care for an injured or ill service member. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Company operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Intermittent time cannot be taken increments of less than one (1) hour. You may not use intermittent or reduced schedule leave after the birth of a healthy newborn child to be with that child. Instead, you can request leave in one consecutive period for that purpose. Intermittent or reduced schedule FMLA leave, however, may be allowed where the time off is to care for a covered child who has a serious health condition.

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Reporting While on Leave: If you take leave because of your own serious health condition or to care for a covered relation, the Company may require you to contact them during your leave regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown. Employees on intermittent leave must follow our attendance policy whenever reporting off from work.

Recertification: We may request recertification for the serious health condition of you or your family member when circumstances have changed significantly, or if we receive information casting doubt on the reason given for the absence, or if you seek an extension of your leave. Otherwise, we may request recertification for the serious health condition of you or your family member every six (6) months in connection with an FMLA absence.

Returning from FMLA Leave: If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work with or without a reasonable accommodation. You will not be permitted to resume work until it is provided.

Notices Sent by Employer: We will send all Notices of Rights and Eligibility forms, Designation Notices and letters regarding expiration of FMLA leave/return to work orders to you by email, certified mail or via hand delivery.

State Law: Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are most favorable to the employee, as provided by such laws, will apply.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement: You may file a complaint with the U.S. Department of Labor or you may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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Additional Information: For additional information about your rights and obligations, see the Family Medical Leave Act poster in your workplace or visit the U.S. Department of Labor's website at www.wagehour.dol.gov.

Extended Disability following FMLA: If a period of disability continues beyond the 12 weeks provided for within the Family and Medical Leave policy, an employee may apply in writing for an extended disability leave in accordance with our *Medical Leave (non-FMLA)* policy. This extended leave time is not guaranteed but will be considered on a case-by-case basis.

Medical Leave (non-FMLA): Occasionally, for medical reasons not covered by FMLA, you may need to be temporarily released from the duties of your job. It is the policy of Greene Arc to allow employees to apply for, and be considered for, an unpaid medical leave of absence related to their own health issue.

If your need for medical leave is foreseeable, you must give the company at least 30 days' prior written notice. If this is not possible, you must give notice as soon as practicable (within one to two business days of learning of your need for leave) and generally must comply with the Company's normal call-in procedures. You must also provide a certification from a healthcare provider that demonstrates:

- a) that you are a qualified individual with a disability under the Americans with Disabilities Act (ADA), as amended by the Americans with Disabilities Act Amendments Act of 2008 (ADAAA);
- b) that you are unable to perform the essential functions of your job, even with a reasonable accommodation; and
- c) an estimated amount of time that you will be unable to do so.

Management reserves full discretion to decide if medical leave is appropriate, if granting a medical leave would pose an undue hardship on the Company and, if granted, the duration of an approved leave. If approved for a medical leave, you must use any paid time off you have available in accordance with our paid time off policies. However, if you are also collecting disability insurance benefits or workers' compensation benefits, use of available paid time off will be in accordance with state law and the rules of the individual plan. You will not be compensated at more than 100% of your rate of pay from all sources combined.

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While on leave, your healthcare may be subject to termination based on the terms of the relevant plan. In such a case, you may elect to continue health coverage at your own expense, as allowed by law. If premium payments are due while you are on leave, you will be responsible for paying your share of the premium. The Company will give instructions for payment at the time of leave.

During a medical leave, the Company may request updates on your status and expected return-to-work date. In addition, you will be required to provide medical certification that you are fit to resume work, with or without a reasonable accommodation.

If your position is permanently filled while on a non-FMLA medical leave of absence, you can apply for any available open position within the Company. If you do not return to work at the end of the approved leave of absence, we will consider that a voluntary resignation.

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311 Jury Duty

The Company shall pay to any employee required to serve on any Federal or state jury, the difference between the base hourly rate the employee would have earned for regularly scheduled work but for such jury service, up to a maximum of eight (8) hours per day and forty (40) hours per week, and the compensation and fees received by the employee for jury service. An employee may receive compensation under this provision a maximum of ten (10) days in any calendar year. Employees must notify their primary supervisor as soon as possible after receipt of jury notice.

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312 Military Leave

The Company will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your Supervisor advanced notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will not be paid for military leave, however, you may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible.

If you are on military leave for up to 30 days, you must return to work the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service in accordance with USERRA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

If you have questions about military leave, contact Human Resources for more information.

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313 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance under the employer's plan when a qualifying event would result in a normal loss of eligibility. Qualifying events include the employee's resignation, termination, leave of absence, shorter work hours, divorce, legal separation or death. Another qualifying event is when a dependent child stops being eligible for coverage under your health insurance.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at the Company's group rates plus an administration fee. When you become eligible for our health insurance plan, we will give you a written notice describing your COBRA rights. Because the notice contains important information about your rights and what to do if you need COBRA, be sure to read it carefully.

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379 Workers' Compensation Insurance

The Company provides a comprehensive workers' compensation insurance plan to our employees. This program does not cost you anything.

The workers' compensation program covers injuries or illnesses that might happen during the course of your employment that require medical, surgical or hospital treatment.

It is very important that you tell your supervisor immediately about any work-related injury or illness, regardless of how minor it might seem at the time. Prompt reporting helps to make sure that you qualify for coverage as quickly as possible and lets us investigate the matter promptly.

Workers' compensation covers only work-related injuries and illnesses. Neither the Company nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social or athletic activity that we might sponsor.

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380 ERISA

As a participant of the Company's Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan members shall be entitled to:

- Examine all Plan documents at the Plan Administrator's Office without charge. This includes insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor. Examples of this include detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's financial report. The Plan Administrator is required by law to furnish each member with a copy of this summary annual report.

In addition to creating rights for Plan members, ERISA imposes duties upon the people who are responsible for the operation of the Employee Benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan members and beneficiaries. No one, including your employer, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have a right to have the Plan reviewed and your claim reconsidered.

If you have any questions about your Plan, you should contact Human Resources.

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381 HIPAA

Numerous federal and state laws, including the Health Insurance Portability and Accountability Act (HIPAA), require Greene Arc to protect highly confidential information that the Company creates or collects related to individuals who receive our services. Greene Arc has a separate Security and Privacy Policy that ensures compliance with all applicable privacy laws and is designed to protect the security of all protected health information. For more information regarding this policy, contact the HIPAA Officer.

Privacy and Security Background: Complying with the Health Insurance Portability and Accountability Act (HIPAA) and protecting the privacy of the individuals served is not intended to interfere with your ability to do your job. If you find that compliance with Privacy and Security guidelines has changed the way you deliver care/provide support, please contact the HIPAA Officer.

- In April 2003, the Privacy piece of HIPAA went into effect. This component of HIPAA dealt with the obligation to maintain the confidentiality of patient records.
- In April 2005, the HIPAA Security Rule went into effect. This rule addressed the requirements surrounding how data and information can be stored and accessed.
- In February 2009, the American Recovery and Reinvestment Act of 2009 (ARRA) was signed into law. The ARRA, commonly referred to as the “federal stimulus package,” included several Provisions that amended certain pieces of HIPAA.

Confidential Information: Confidential information can include, but is not limited to:

- Activities or operations of Greene Arc, including group homes, programs, clinicians or others;
- Historical, actual and projected financial information; operating data and organizational and cost structures;
- Protected health information (PHI), patient lists, patient identity, patient, personal and medical history, patient treatment, all billing and reimbursable information and;
- All employment, medical or sensitive personal information of fellow staff members, received or obtained by a staff member at any time of employment.

Handling Confidential Information: Staff members shall refrain from disclosing or revealing confidential information to any person, except as specifically necessary for the staff member to perform his/her job. Staff must be aware of his/her surroundings when discussing confidential information and consider who may overhear their conversation.

- Employees are prohibited from accessing medical records of their spouses, children, relatives, friends and others.
- Employees are permitted only to access information needed to perform their job.

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- Employees will be subject to disciplinary action if PHI has been accessed inappropriately and may be subject to fine, imprisonment and termination.
- Employees must dispose of confidential information by shredding or putting the documents in designated containers.
- Employees may not share their computer or network password with anyone. Employees must also take steps to restrict views of confidential information on computers, smartphones or other electronic devices and may not leave them unattended.

For more information, questions or to report a violation of this policy, employees may contact their supervisor or Greene Arc's HIPAA Officer.

HIPAA Special Enrollment: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits exclusions for pre-existing conditions; prohibits discrimination against employees and their dependents based on their health status; guarantees renewability and availability of health coverage to certain employees and individuals; and protects many workers who lose health coverage by providing better access to individual health insurance.

The Special Enrollment rights apply without regard to the dates on which an individual would otherwise be able to enroll under the plan. Special Enrollment periods apply to you and/or your dependent(s), if you have a new dependent as a result of marriage, birth, adoption or the placement for adoption (qualifying event). Under these rules, a group health plan is required to provide the opportunity for Special Enrollment for these individuals should they make the request within 30 days of the date the qualifying event occurred.

If you decline enrollment under the Company's plan for yourself or your dependents (including your spouse) and state in writing that you and/or your dependents have coverage under another group health plan or health insurance coverage as the reason for declining to enroll, you may also have Special Enrollment rights. Special Enrollment rights may apply to you and/or your dependents in the event that you and/or your dependents are no longer eligible for this other coverage.

Your plan may offer an Annual Open Enrollment, giving you the opportunity to enroll yourself and/or your dependents if you have previously declined/waived coverage for yourself and/or your dependents.



The Arc[®]

Greene County

197 Dunn Station Road
Prosperity, PA 15329

HIPAA

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Effective April 14, 2003

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**** The information contained in this manual has been condensed from the following sources:**

1. Federal Register/Vol. 65, No. 250/Thursday, December 28, 2000/Rules and Regulations
2. HIPAA Compliance/Understanding and Implementing the Security and Privacy Regulations in Pennsylvania/January 8, 2003/Brainlink International/Kirkpatrick & Lockhart LLP/Lorman Education Services/A division of Lorman Business Center, Inc.
3. "OCR Fact Sheet: How to File a Health Information Privacy Complaint with the Office for Civil Rights." Website: <https://www.hhs.gov/ocr/privacyhowtofile.htm>
4. Introduction to HIPAA/Kirkpatrick & Lockhart LLP
5. "The Turning Point" HIPAA Policy and Procedure Manual

INTRODUCTION AND EXPLANATION OF HIPAA

HIPAA stands for the “Health Insurance Portability and Accountability Act of 1996.” HIPAA Regulations were issued to protect the privacy of health information for all Americans with a compliance date of April 14, 2003.

HIPAA is medical liability reform established to prevent health care fraud and abuse. HIPAA’s goal was to enhance efficiency in the provision, payment and processing of health care services and intended to generate consistency in the transmission of health care information across the industry.

HIPAA focuses its concern on the Security and Privacy aspects of private medical information. With the increased intra-company transmission of private medical information, came the necessity to increase protection of protected health information.

Security measures will be enforced by the federal government against most companies that originate health care information, from providers to payors to medical suppliers.

What is Protected Health Information?

- Protected Health Information (PHI) is information that identifies an individual or provides a reasonable basis to do so; is created or received by a covered entity; and is used in connection with treatment, payment or health care operations (case management, reviews and certain marketing and fundraising).

Who is Covered?

- HIPAA only applies to “covered entities.” Covered entities include “a health plan, health care clearinghouse or a health care provider who transmits health information in electronic form in connection with a HIPAA transaction. Greene Arc is considered a health care provider and the HIPAA standards apply. The Agency’s health plan is also governed by HIPAA Regulations. An example of a “non-covered entity” (not under HIPAA’s jurisdiction) would be a Business Associate and Law Enforcement.
- Recipients of protected health information:
 - ⇒ “Business Associates” are persons or organizations that perform duties on behalf of the “covered entity” but are distinct from the covered entity’s workforce. In order to comply with HIPAA, Greene Arc must enter into a “Business Associates” agreement.
 - ⇒ “Law Enforcement” would include law enforcement officers, attorneys and courts of law. These are not covered entities and HIPAA provides specific guidelines for disclosure to these groups.

What is Covered?

- HIPAA governs the use and disclosure of “individually identifiable health information.” Basically, this is information that includes demographic information collected from an individual and is (1) created or received by a (i) **healthcare provider**, (ii) **health plan**, **employer** or (iii) **health care clearinghouse**; and (2) relates to the past, present, or future physical or mental health or condition; the provision of health care, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

INTRODUCTION AND EXPLANATION OF HIPAA

- **Protected Health Information (PHI)** includes individually identifiable health information that is transmitted by electronic means (fax, internet, disk or compact disk); maintained in any way electronically or transmitted or stored in any other form; and is not excluded.

What are the Penalties for Noncompliance?

- Civil penalties start at \$100 per violation and are capped at \$25,000 per person per year for the same offense. A covered entity will suffer civil penalties for innocent or erroneous unlawful disclosures.
- Criminal sanctions may be imposed for negligence. If actions are determined to be wrongful, intentional, done with malice, or under false pretenses, the government may issue fines up to \$250,000 and/or jail sentence up to 10 years for the Privacy Officer within the “covered entity.”

What Information Can Be Disclosed?

- A covered entity should disclose only the amount of information necessary to third parties requesting the information. This concept is called the “minimum amount necessary” rule. This is the amount of information necessary for the receiving party to accomplish its objective.

What is My Responsibility?

- As an employee or a Semi-Independent Living Provider, it is your responsibility to ensure the confidentiality of the individuals being served by Greene Arc. Common Sense will be your most important guide in complying with HIPAA Regulations. Discussions involving our individuals are to be kept in a private and secure area. No discussions should be taking place in the hallways.
- As an employee, if you see anyone in the building without a visitor’s badge and/or without an escort, you must escort them immediately to the Reception area, as all visitors are required to sign in, obtain a visitor badge and wait for an escort.
- You are responsible for understanding and implementing all HIPAA policies and procedures. Keep in mind that as per the HIPAA Regulations, criminal and civil penalties will be enforced for noncompliance issues.

Why Do We Need a Policy and Procedure Manual?

- Policies and procedures are established to maintain information security, inform and train staff on HIPAA policies and procedures; mitigate any known risks to privacy; communicate with the individuals that Greene Arc provides services for them (and for the staff participating in the Agency’s health and life insurance plans) in a confidential manner, upon request.

I. Policy for Requests for Restriction of Uses and Disclosures of Private Health Information and for Confidential Communications

Revised [n/a]
Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to provide a means by which an individual may request the restriction of uses and disclosures of private health information for the purposes of treatment, payment and health care operations; the restriction of any disclosures that may be otherwise permitted for purposes of providing limited information to family or others involved in the individual's care or for notification purposes, in accordance with the HIPAA Privacy Regulations. An "Authorization for the Use or Disclosure of Protected Health Information" form is designed to obtain individual information for all uses and disclosures not covered by the Notice of Privacy Practices. No authorization is needed if the use or disclosure falls within the realm of treatment, payment or health care operations. This form can be obtained from the Reception area. Greene Arc will ensure that they only request, use and/or disclose the "minimum amount" of a person's individually identifiable health information that is necessary to achieve the intended purpose of the permitted use or disclosure. This does **NOT** apply to:

- Disclosures to, or request or used by, a health care provider for purposes of treatment;
- Disclosures to the individual, their legal representative or anyone designated to receive such information in an Authorization Form signed by the individual or the individual's legal representative; or
- Disclosures required to be made to the Secretary of the Department of Health and Human Services or its agent.

A. Definition:

1. "Use" is defined as the "sharing, employment, application, utilization, examination or analysis of" individually identifiable health information. Basically, regulations concerning uses governing the internal transmission of information.
2. "Disclosures" is defined to mean "the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information." This means disclosures are releases of information to entities outside the transferor entity. A "disclosure log" must be maintained.
3. "The central distinction between uses and disclosures is the recipient of the medical information: uses refer to inter-company transfers, and disclosures refer to transactions where the information leaves the entity and is received by third parties."

B. **General Rule:** Greene Arc may not disclose protected health information unless the Privacy Regulations permit or require them to do so.

C. **Permitted Uses and Disclosures:**

1. To the individual; for treatment, payment or health care operations purposes; “incident to” a permitted or required use or disclosure. Greene Arc will provide the minimum amount of information necessary, except for treatment purposes when whole records may be reviewed, and must be in compliance and have adequate safeguards in place with regard to uses and disclosures.
2. Valid authorizations include the individual’s signature; if personal representative, a description of the representative’s authority to act for the individual.
3. Pursuant to an agreement of the individual, they must be informed in advance of the use or disclosure and given the opportunity to agree, prohibit or restrict the disclosure (with exceptions for emergency situations).
4. In a Patient Agreement, Uses = Facility directories (name, location, general description of condition, religious affiliation); Disclosures = Family members and other persons who ask for the individual by name (except religious affiliation).

D. **“Minimum Necessary” Criteria:**

1. Disclosures to County under contract — Only documentation of treatment (progress notes, consultation reports, relating to particular course of treatment) required under contract for purposes of payment.
2. Electronic Billing to Insurers — Only standard data required by HIPAA electronic transaction standards.
3. All other requests, uses and/or disclosures of individually identifiable health information by any member of this Agency’s workforce, the following criteria applies: There must be a determination that the information to be used or disclosed does not include any information beyond what is specifically requested; it does not include any information beyond what a reasonable person would believe is needed for the stated purpose; and the amount and type of information to be requested, used or disclosed cannot be reduced or limited any further without adversely affecting the ability to use the information for its stated purpose.
4. The workforce may only access the minimum information that is necessary to perform that person’s particular job functions.
5. No workforce member shall review any portion of an individual’s record that is not required by their specific job duties.

E. **Business Associates:** HIPAA demands that covered entities enter into agreements with all organizations that are not part of the covered entities’ workforce and that receive protected health information in the course of performing activities or functions on behalf of the covered entity. Examples of Business Associates include:

- An outside computer applications, maintenance and repair company;
- An ambulance service; and
- A temporary employee.

Covered entities need not use this agreement with members of their “workforce.” Examples of organizations that are not Business Associates:

- Employees and Board of Directors (they are part of the organization’s workforce);
- Home Health Agencies (they do not perform services for the organization); and
- Day Programs (they do not perform services for the organization).

The Business Associate may use or disclose protected health information in order to perform its duties for the covered entity. The Business Associate may only use the minimum amount of information necessary to complete those duties.

- F. **Law Enforcement:** Law enforcement officers, attorneys and courts of law are not covered entities. HIPAA has provided specific guidelines for disclosures of those groups. If faced with the question as to whether the Privacy Regulations would prohibit the disclosure of protected health information, determine if the disclosure is mandatory rather than merely permissible. If mandatory, a covered entity may disclose the protected health information. If the disclosure is not required (but only permitted) by the federal law, you must determine whether the disclosure comes within one of the other permissible disclosures. If the disclosure does not come within one of the provisions for permissible disclosures, the covered entity must obtain an authorization from the individual who is the subject of the information or de-identify the information before disclosing it.

II. Policy for Accountings of Disclosures of Health Information

Revised [n/a]
Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to guarantee the right of our individuals to obtain an accounting of disclosures of the health information by Greene Arc and Business Associates, pursuant to the requirements of the HIPAA Privacy Regulations. A disclosure sheet will be maintained in each individual's file, which will document the following information regarding each disclosure: (i) date of the disclosure; (ii) name and address of the recipient of the information; (iii) brief description of disclosed information; and (iv) general purpose of the disclosure of the health information. Copies of all authorizations will be kept in the individual's file.

A. Disclosures for which no accounting is required:

1. Disclosures to any party to carry out treatment, payment or health care operations ("TPO"). If the disclosure is for TPO, regardless of the party to whom Greene Arc is disclosing, it need not include an accounting. This includes TPO disclosures to Business Associates and individuals involved with a member's care or payment for care.
2. Disclosures, for any purpose, to the subject of the protected health information.
3. Disclosures made pursuant to a valid authorization.
4. Disclosures made to others when the individual is present.
5. Disclosures made for National Security purposes, government intelligence purposes or disaster relief.
6. Disclosures to correctional institutions.
7. Incidental disclosures.
8. Disclosures made before April 14, 2003.

B. Requests for an accounting:

1. A request for an accounting shall be made in writing on a "Request for Accounting of Disclosures" form. These forms will be available in the Reception area. The form must be completely filled out and signed.
2. Requests of an accounting of any disclosure may not be made for disclosures prior to April 14, 2003, or made more than six (6) years prior to the date of the request.
3. The recipient (Program Manager/Director) of the request shall document the date of receipt and be processed within sixty (60) days of the date of Greene Arc's receipt of the request. Only under extenuating circumstances may the deadline be extended by no more than an additional thirty (30) days.

4. Each individual has the right to one accounting within each calendar year, free of charge. The cost of each additional accounting shall be set at an amount which coincides with the cost of preparing such an accounting, not to exceed \$15. Whenever charge is applicable to a request for an accounting, the requestor shall receive notice in writing of this change and no such request will be processed further until payment has been made.
5. The Program Manager/Director shall review the individual's file for documentation of disclosures, contact each Business Associate to whom protected health information of the individual has been disclosed and obtain a list of all disclosures made from the relevant time period. A written accounting shall be prepared for the individual or their legal representative and list the following information regarding the disclosure: (i) date; (ii) name and address of the recipient; (iii) general description of information disclosed; and (iv) the general purpose of the disclosure.
6. Copies of the individual's request for accounting and the written accounting shall be maintained in the individual's file.

III. Policy for Verifying Information Requests

Revised [n/a]

Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to ensure the security and privacy of each individual and employee's health information from an unauthorized disclosure. When processing a request for any individual's health information, workforce members shall take the proper steps to verify the identity and/or authority of the requestor with regard to an individual's health or billing information (including demographic information) if the requestor is NOT known to the workforce member or if there is uncertainty of the requestor's authority to acquire such information. Guidelines are established for such verification.

- A. **Verification of Information Requests:** Refer to the following guidelines for verifying identity and/or authority as set forth below:
1. Information authorized by the individual or their legal representative, to be disclosed, may only be disclosed to the person or business entity specifically named on the signed authorization.
 2. If identity of the requestor is unknown, make a request for proof of identification from the requestor.
 3. Confirm that the individual's name, or their legal representative's name, appears on the Authorization Form. If not, contact them for confirmation.
 4. Where an authorization has been signed by the legal representative of an individual, the workforce member processing the request should verify that a copy of the legal representative's authority has been attached to the Authorization or is otherwise maintained in the individual's record.
 5. Verifying the identity of a public official, or a person acting on behalf of a public official, may rely on the following:
 - a. An Agency identification badge, official credentials or other proof of government status;
 - b. A written request on the appropriate government letterhead;
 - c. A written statement on the appropriate government letterhead that the person to whom the disclosure is to be made is acting under the government's authority; OR
 - d. A contract for services, memorandum of understanding or purchase order that establishes that the person is acting on behalf of a public official.

A copy of such verification will be placed in the individual's file along with documentation of the request.

IV. Policy and Procedure for Individual Requests For Access to Health Information

Revised [n/a]
Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to provide access to an individual's own private health information at any time. The Program Manager/Director shall process all requests for access pursuant to the procedure set forth below and the Federal Privacy Regulations adopted pursuant to HIPAA.

- A. For documentation purposes, a "Request to Review or Obtain Copy of Health Information" must be completed by the individual prior to access. The Program Manager/Director will indicate on this form the date received, when the request is fulfilled and file it accordingly in the individual's file.
- B. All processing of each request for access shall be completed within thirty (30) days of receipt.
- C. Access, if appropriate, shall be provided in the manner requested by the individual by mailing a copy or allowing review of their file by appointment.
- D. In the event of any denial of an individual's request for access to their own file, a "Notice of Denial of Request to Review or Obtain Copy of Health Information" shall be completed.
- E. Non-reviewable grounds for denial of access under HIPAA Privacy Regulations include:
 - 1. No right to access psychotherapy notes;
 - 2. No right to access information compiled in reasonable anticipation of civil, criminal or administrative proceedings;
 - 3. No right to access information protected under the Clinical Laboratory Improvements Amendments of 1988 or corresponding regulations;
 - 4. The direction to deny access to an inmate, made by the correctional facility in which the individual is incarcerated;
 - 5. The record(s) requested are subject to the federal Privacy Act, 5 U.S.C. Section 552a.
 - 6. The information requested was obtained from someone other than a health care provider under a promise of confidentiality and access would likely reveal the source of the information.
 - 7. The individual agreed to a temporary denial of access to this information by consenting to participate in a research study in which treatment is being provided; and
 - 8. Greene Arc does not maintain the requested record(s) in which case, the Program Manager/Director will tell the individual where to direct their request, if known.

V. Policy for Penalties Imposed for Violations of Privacy Policies

Revised [n/a]
Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to protect our individual's PHI. Criminal penalties will be enforced for HIPAA violations, which include breaches of confidentiality or violations of the privacy policies. This will be imposed on violations committed by any member of the workforce or volunteers.

- A. **Civil Penalties** would be enforced on disclosures made in error.
 - 1. \$100 per violation, and;
 - 2. Capped at \$25,000 per year.

- B. **Criminal Penalties** would be enforced on knowing violations.
 - 1. Maximum of \$50,000 and/or 1 year imprisonment (wrongful disclosure).
 - 2. Maximum of \$100,000 and/or 5 years of imprisonment (false pretenses).
 - 3. Maximum of \$250,000 and/or 10 years (profit/malice).

- C. **Private Lawsuits**

VI. Policy and Procedure for Safeguarding the Physical Security of Greene Arc Individual's Records and All Means of Conveying PHI

Revised [n/a]
Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to have safeguards in place to protect the privacy of our individuals. This includes information that may be written and/or oral communications, and/or transmitted electronically pursuant to the requirements of the HIPAA Privacy Regulations.

PROCEDURE: Outlined in this section is an explanation of the necessary steps and procedures for safeguarding all mechanisms of communication and the measures put in place to guarantee the privacy and physical security of our individual's records containing protected health information (PHI). This encompasses the Greene Arc main building and its subsidiaries (recycling and group homes), all individuals' records, and all forms of communication of PHI. All workforce members should be aware of and adhere to the procedures set forth in this policy.

- A. **"Notice of Privacy Practices" Form:** This is the most important HIPAA document. The Notice informs the patient of uses and disclosures of health information a covered entity may make without obtaining an authorization from the patient. The three aspects covered by this Notice are: treatment, payment and health care operations. A copy of this Notice is displayed prominently in the Reception area as per HIPAA Regulations. Each individual we serve will have this Notice read to them and a signed acknowledgment of this Notice will be kept in their record.
- B. **Authorizations:** All uses and disclosures by a covered entity not detailed in the Notice will require a specific "Authorization for the Use or Disclosure of Protected Health Information" form. Certain transactions will always require an authorization. An authorization would not be required if the individual agrees AND is present. It is required by law, in the absence of an individual, to account for the disclosure. Therefore, an accounting log must be kept. If you have an Authorization Form, you do not have to account for it.
- C. **"Business Associate Agreements":** Organizations that are not part of the covered entities' workforce that receive protected health information in the course of performing activities or functions on behalf of the covered entity, must sign this agreement as per HIPAA Regulations.
- D. **Protected Health Information:**
1. Protected Health Information: PHI is information that identifies an individual or provides a reasonable basis to do so; is created or received by a covered entity; and is used in connection with treatment, payment or health care operations (case management, reviews and certain marketing and fundraising); and in any form (e.g., oral, written, electronic).
 2. Access to PHI is given to the individual covered, treatment team, payment or for health care purposes, and covered entities may not disclose PHI unless the Privacy Regulations permit or require them to do so.
 3. Pursuant to a valid authorization by the individual, (i) it is required when use and disclosure is not otherwise allowed under the Privacy Rule; (ii) it is required for psychotherapy notes.

E. **Physical Security of the Facility:**

1. **Main Building:** Access to the main building will be the responsibility of each Administrative Supervisor/Manager and Maintenance Repairman. Otherwise, permission must be obtained by an employee's supervisor to be on the premises before or after normal business hours.
2. **Offices:** When a staff person leaves his/her office, they are required to lock their door, even if it is only for a short period of time.
3. **Key Security:** Lock installation and key copying are the responsibility of the Maintenance Repairman. Distribution of these keys will be the task of the Privacy Officer. Staff will sign a key distribution sheet and an acknowledgment sheet, which holds them accountable for returning the key upon separation of employment, or face replacement costs for loss or failure to return the key. Group home keys will be handled in the same manner.

Keys must be accounted for and maintained in a locked box in the Reception area and will be the sole responsibility of the Privacy Officer. Copies of keys not distributed to an employee will be kept in this box. To gain access to an office or another area, keys must be signed out individually and returned immediately after use.

4. **Identification Badges:** All staff will be given a photo ID badge, which they are required to wear for the length of time they are on the premises. These badges will also be helpful for taking our individuals to doctor's appointments, as hospitals and doctor's offices must also comply with HIPAA Regulations.
5. **Guests and Visitors:** All visitors must stop at the Reception area, sign in, obtain a visitor tag and wait for an escort. At the end of their visit, they must be escorted back to the Reception area, return their visitor tag and be signed out before leaving. A log must be maintained at each Greene Arc site of all visitors to include: their name, reason for visit and length of stay.

F. **Physical Security of Paper Records:**

1. Each individual (Residential, Vocational/Day Program) Greene Arc serves will have their records stored in one location, which is the Reception area. These records will remain locked until they need to be accessed, then they must be signed out through the Secretary. All records will be returned to the file cabinets at the end of each business day. No records will be kept in anyone's office overnight.
2. Access to records is available only to those who are authorized as part of an individual's treatment team. Access to this office is restricted to the Privacy Officer, Secretary and upper management.
3. Identifying information is stored in a database and this information is input by the Data Analyst. This information includes all original documentation from the individual's initial intake, goals and medical information.

4. Retention of Health Information and Documentation:

- a. Information/Documents will be retained for a minimum of seven (7) years from the last date of treatment. If the individual is under the age of eighteen (18), the information shall be retained for at least two (2) years after the individual's 18th birthday. Policies and Procedure and each version of the Notice of Privacy Practices shall be retained for at least seven (7) years from the last date in effect.
- b. Consents for Use/Disclosure of Health Information and Acknowledgments of Receipt of Notice of Privacy Practices shall be retained indefinitely, if not revoked. If revoked, the document shall be retained with the revocation form for seven (7) years from the date of revocation.
- c. Contracts with "Business Associates," as defined by HIPAA Privacy Regulations, shall be retained for seven (7) years from the expiration date of the contract or from termination of the contract, whichever occurs first.
- d. Certificates of Destruction by Third Party (including Business Associates) and Destruction Logs shall be retained indefinitely.

G. Individual Communications:

1. Posting Information: Any information regarding an individual's name, or other personal identifying information, will not be posted on walls, bulletin boards, calendars, or refrigerators. All documents with individual identifying information must be turned face down in the presence of non-workforce individuals.
2. Verifying Information: If a call is received requesting information for one of our individuals, you cannot verify that an individual of ours is involved in our program if the caller is not directly connected with their PHI. If it is an emergency and the caller has identified themselves as family, ask them to provide some form of personal information on the individual that only a family member would know, to verify the caller. Then make sure to document the call.
3. Conveying Information: This should only be done in a secured environment (i.e., office with a door closed). Keep your voices lowered.
4. Means of Conveying Information: Fax transmittals, emails and telephone.
 - a. **Faxes**—you MUST call the recipient of the information and ensure that they are waiting at their fax machine for the information to come through to avoid a breach in confidentiality. All outgoing faxes containing private health information shall be sent under a separate fax transmittal sheet that shall include the following language:

THE DOCUMENTS INCLUDED WITH THIS FACSIMILE MAY INCLUDE INFORMATION FROM GREENE ARC THAT IS CONFIDENTIAL AND MAY BE PROTECTED UNDER FEDERAL AND/OR STATE LAW. THIS INFORMATION IS INTENDED FOR THE USE OF THE RECIPIENT NAMED ABOVE ONLY. IMPROPER USE OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE NOTIFY OUR AGENCY AT THE PHONE NUMBER LISTED ABOVE IMMEDIATELY UPON RECEIPT OF THIS FAX.

If it is determined that a fax transmission containing protected health information was transmitted to an unintended recipient, arrangements will be made to retrieve the errant fax.

- b. **Email**—MUST be encrypted before being sent. Any email transmissions containing any form of individually identifiable health information shall include the following language in the email message:

THIS ELECTRONIC MESSAGE AND ITS ATTACHMENTS MAY INCLUDE INFORMATION FROM GREENE ARC THAT IS CONFIDENTIAL AND MAY BE PROTECTED UNDER FEDERAL AND/OR STATE LAW. THIS INFORMATION IS INTENDED FOR THE USE OF THE RECIPIENT ADDRESSED ABOVE. IMPROPER USE OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE NOTIFY OUR AGENCY BY PHONE AT 724-627-5511 IMMEDIATELY OR BY EMAIL AT THIS EMAIL ADDRESS.

- c. **Telephone**—Members of the workforce shall not initiate a telephone discussion that will include the discussion of protected health information within the immediate vicinity of another individual or other third party.

In the event a workforce member is discussing protected health information over the telephone and another individual is standing nearby, the workforce member shall suspend the discussion until privacy can again be secured.

When telephone calls are placed to individuals, members of the workforce shall make a reasonable attempt to confirm the identity of the person that they are speaking with is, in fact, the individual.

At no time shall any workforce member leave a detailed health information message on any answering machine, in a voicemail message, with an answering service, family member or any other third party answering the telephone. Limit your messages to the workforce member's name and the Agency's telephone number.

Refrain from discussing individually identifiable health information over a cellular phone. Instead, choose a land-based telephone line for these communications.

5. **Sharing Information:** You can only discuss patient/individual information with those people directly part of the treatment, payment or health care operation. Use generalities in conversation and meetings to eliminate all possibility of identifying other individuals in specific detail. If it is not covered by the "Notice of Privacy Practices," then sharing of information either has to be authorized or accounted for. Otherwise, sharing any information is a violation of HIPAA Regulations and cause for discipline.
6. **Misprinted Information:** All misprinted material shall be shredded immediately, leaving no readily readable portion of the document.

H. **Technical Security Mechanisms:**

1. **Correct Password Management:** All computers must be turned away from any windows, must be password protected and each employee must log off when they leave their computer. **DO NOT** give out your password, **DO NOT** write it down or use common words such as names or dates of obvious relevance. Use random combinations. If you share your computer with another member of the workforce, they must be set up to access your computer with their own user ID and password; no sharing permitted.
2. **Dangers of Viruses and Unauthorized Software:** Software policy—**DO NOT** install any software. New software can **ONLY** be installed if purchased by Greene Arc specifically and will **ONLY** be installed by the designated Information Technology (IT) Specialist. Do not open attachments if you do not know the sender and do not download information from the internet.
3. **Awareness of Log-in Problems. What They May Mean and Reporting:** I forgot my password, what do I do? My password is not working; could this be a security problem? A colleague forgot his account information; can I just lend him mine? Report your problems to the appointed Information Technology (IT) Specialist. Do not share passwords and, if more than one person is using your computer, they must use their own user ID and password to log-on to your computer.

VII. Policy for Workforce Training and Awareness

Revised [n/a]

Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to train all employees, Board of Directors and Semi-Independent Living Providers of Greene Arc. All must go through mandatory training at the time they are brought on board as new hires/Board Members/Providers and then training is required and provided on a continuous basis.

- A. The “workforce” must be trained and understand all policies and procedures described in this manual. Notices of these mandatory trainings/in-services will be sent to the workforce prior to training and they shall be scheduled at a minimum of every six (6) weeks. Documentation of training will be kept in the employee’s personnel file.
- B. Should any material changes be made to any privacy policies that would require the publication of a revised “Notice of Privacy Practices” under the HIPAA Privacy Regulations, each member of the workforce shall receive training [within 20 days of the effective date] on the revised privacy policies. A copy of the revision with the date of the revision documented on the “Notice of Privacy Practices” form will be posted on the HIPAA bulletin board in the Reception area.
- C. Sanctions to be imposed for any breach of confidentiality and/or for violation of any information privacy policy by anyone will be the duty of the Privacy Officer in conjunction with the Program Manager/Director to make a recommendation to the Executive Director.

VIII. Policy and Procedure for Greene Arc's Health Plan and Life Insurance

Revised [n/a]
Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to provide to its eligible employees, a health and life insurance plan and ensure all information regarding the employee's protected health information (PHI) remains confidential.

- A. **Plan Sponsor:** The employee designated responsible for Greene Arc's Employee Health and Life Insurance Plans OR Plan.
- B. **Health Plan is Defined to Include:** HMO's, Indemnity insurers and *Group Health Plans* that are fully insured or self-insured AND have 50 or more participants OR administered by an entity other than the employer/sponsor (i.e., TPA).
- C. **HIPAA Thinks of Plans as "Separate" Beings:** Although a Plan is usually integrated into the operations of an employer, HIPAA treats Plans as if they were separate entities. HIPAA will require employees who perform Plan functions, plus other duties, to be aware of when they are wearing their "Plan hat" versus Human Resource and other "hats."
- D. **Requirements for Plans Vary—Factors Include:** The type of Plan (e.g., self-insured or fully insured); whether the Plan Sponsor performs "Plan Administration Functions" - for example, claims assistance, quality assurance, auditing, monitoring, management, claims processing and payment, and whether Plan creates or receives any PHI.
- E. **HIPAA Privacy Notices:** Each employee participating in the Agency's group health and life insurance plan will sign an acknowledgment of receipt of "Notice of Privacy Practices." This notice will contain sufficient detail to put the employee on notice of practices and it will contain specific required content relating to: rights of access and inspection, duties of covered entity, grievance procedures and contacts.
- F. **Workers Compensation:** Workers Compensation is exempt from HIPAA Regulations.
- G. **General Rule:** Greene Arc may only use or disclose PHI to perform treatment, payment or health care operations. Any other use/disclosure requires that Greene Arc obtain participant's authorization. HIPAA restricts information that Plan Sponsors may receive from Plans, insurers, HMO's or TPA's if any, and how the information may be used and disclosed.
- H. **Key Concept—"Firewall:"** The purpose is to keep Greene Arc's health and life insurance plan PHI away from other parts of the business, which: (i) identifies the employees or classes of employees who will have access to PHI; (ii) restricts access solely to the employees identified and only for the functions performed on behalf of the Plan; and (iii) provides a mechanism for resolving issues of non-compliance.

I. **Key Definitions:**

1. "Protected Health Information" PHI: Relates to past, present or future physical/mental health condition, treatment or payment for care of the individual; identifies or could identify a person; created or received by Plan; and in any form (e.g., oral, written, electronic). Does NOT include any information contained in employment records maintained by employer (as opposed to Plan Sponsor). Essentially any information a Plan has concerning its participants is Protected Health Information.
2. "Business Associate": Third Party Administrator (TPA) or other service provider who, in the course of performing services, has access to or receives PHI.
3. "Health Care Operations": Includes quality assurance activities, credentialing/ accreditation, case management, training, business planning, certain marketing and fundraising.

IX. Policy for Reporting Privacy Complaints

Revised [n/a]

Effective: April 14, 2003

POLICY STATEMENT: It is the policy of Greene Arc, Inc. to provide our individuals and employees with a process by which they may complain and/or make suggestions or other comments about our privacy policies and procedures and our compliance with the requirements of the HIPAA Privacy Regulations.

Greene Arc will in no way discriminate against, or take any form of retaliatory action against, anyone for exercising his/her right to file a complaint pursuant to this process, for exercising any other right described in the HIPAA Privacy Regulations, for filing a complaint with the Secretary of the U.S. Department of Health and Human Services, or for assisting in any way with any investigation, compliance review, proceeding or hearing under the HIPAA Privacy Regulations.

Greene Arc will never require anyone to waive his/her right to file a complaint pursuant to this process, or any other right described in the HIPAA Privacy Regulations, as a condition for treatment.

It shall be the duty of the Program Manager/Director to receive and process all complaints and to respond to clients' requests for information about the Organization's Privacy Practices under the guidelines set forth below:

- A. Anyone wishing to make a complaint shall, whenever possible, be offered a "Privacy Complaint Form" upon which their complaint, suggestions and/or other comments may be fully explained. Blank "Privacy Complaint Forms" shall be maintained in the Reception area.
- B. Each privacy complaint made verbally shall be documented by the workforce member taking the complaint on a blank "Privacy Complaint Form." Such documentation shall include: the date the complaint was made; the name of the complainant; whether the complainant was an individual, legal representative, individual's family member, an unrelated person, or an employee; a description of the discussion in which the complaint was voiced; any suggestions made by the complainant, and; the name of the workforce member receiving the complaint.
- C. Upon receipt of a "Privacy Complaint Form," the recipient of the complaint shall document the date of its receipt on the Complaint Form and immediately forward the Complaint Form to the Program Manager/Director.
- D. All complaints, whether written or oral, shall be immediately reviewed by the Program Manager/Director. A response shall be made by the Agency to any privacy complaint within thirty (30) days of the date of the Agency's receipt of the complaint, absent extenuating circumstances. Under extenuating circumstances, the Program Manager/Director/Privacy Officer may extend this deadline as necessary, so long as a letter explaining the reason for the delay (and the date that the complainant can expect a disposition on the complaint) is sent to the complainant prior to the expiration of the thirty (30) day deadline. The date the response is sent shall be documented by the Program Manager/Director on the Privacy Complaint Form.
- E. Copies of all written Privacy Complaint Forms shall be maintained by Greene Arc.
- F. The ultimate disposition of the complaint shall be documented by the Program Manager/Director on the Privacy Complaint Form, whenever a Complaint Form exists. Whenever a verbal complaint is received and documented in the Complaint Log, the ultimate disposition of the complaint, as well as the date of the response, shall also be documented within the Complaint Log.

- G. Individual complaints about privacy issues shall NOT be documented within the individual's record. All requests for information about the Organization's privacy practices shall be responded to by the Program Manager/Director/Privacy Officer as soon as reasonably possible but, in any event, no later than ten (10) days from the date of the request.
- H. The ultimate disposition of the complaint shall be documented by the Program Manager/Director/Privacy Officer upon the Privacy Complaint Form, whenever a Complaint Form exists. Whenever a verbal complaint is received and documented in the Complaint Log, the ultimate disposition of the complaint, as well as the date of the response, shall also be documented within the Complaint Log.
- I. Individual complaints about privacy issues shall not be documented within the individual's medical record but will be kept in a separate file.
- J. All requests for information about Greene Arc's privacy practices shall be responded to by the Program Manager/Director/Privacy Officer as soon as reasonably possible but, in any event, no later than ten (10) days from the date of the request.

If you believe that a person, agency or organization covered under the HIPAA Privacy Rule ("a covered entity") violated your (or someone else's) health information privacy rights or committed another violation of the Privacy Rule, you may file a complaint with the Office for Civil Rights (OCR). OCR has authority to receive and investigate complaints against covered entities related to the Privacy Rule. A covered entity is a health plan, health care clearinghouse and any health care provider who conducts certain health care transactions electronically.

Complaints to the Office for Civil Rights must: (1) be filed in writing, whether on paper or electronically; (2) name the entity that is the subject of the complaint and describe the acts or omissions believed to be in violation of the applicable requirements of the Privacy Rule; and (3) be filed within 180 days of when you know that the act or omission complained of occurred. OCR may extend the 180-day period if you can show "good cause." Any alleged violation must have occurred on or after April 14, 2003 (on or after April 14, 2004 for small health plans), for OCR to have authority to investigate.

Anyone can file written complaints with OCR by **mail, fax or email**. If you need help filing a complaint or have a question about the Complaint Form, please call this OCR toll free number: 1-800-368-1019. OCR has ten regional offices and each regional office covers certain states.

You should send your complaint to the appropriate OCR regional office, based on the region where the alleged violation took place. You can look at the [regional office map](https://www.hhs.gov/ocr/privacyhowtofile.htm) on OCR's website, <https://www.hhs.gov/ocr/privacyhowtofile.htm>, to help you determine where to send your complaint. Complaint Forms may also be obtained from this website or they will be available from the Privacy Officer. Complaints should be sent to the attention of the appropriate OCR Regional manager.

Complaints for the following region should be mailed to the address listed below:

FOR: **Region III** (DE, DC, MD, PA, VA, WV)

MAIL TO: **Office for Civil Rights
Department of Health and Human Services
150 S. Independence Mall West—Suite 372
Philadelphia, PA 19106-3499**

PHONE: (215) 861-4441

TDD: (215) 861-4440

FAX: (215) 861-4431