

CREIGHTON UNIVERSITY
HANDLING PATIENT/PATIENT REPRESENTATIVE REQUESTS TO RESTRICT USE OR DISCLOSURE OF HEALTH INFORMATION

I. PURPOSE

This policy is designed to inform Creighton Personnel in Creighton's Clinics of the process for responding to patient requests that Creighton University restrict the use or disclosure of the patient's health information.

II. POLICY

All Creighton University patients have the right to request restrictions on the use or disclosure of their protected health information ("PHI"). Restrictions are effective only as provided in this policy.

III. SCOPE

This policy applies to Creighton Clinic Pharmacy, Creighton Dental Clinics, Creighton Pediatric Therapy and Creighton Specialty Pediatrics.

The following persons must comply with this policy: all employees, faculty, residents and students rotating through Creighton clinical settings and any students from other institutions rotating through Creighton clinical settings ("Creighton Personnel").

IV. PROCEDURES

A. Receipt of Request for Restricted Use or Disclosure of a Health Record

1. Where a patient or Patient Representative (as defined below) makes a request for restricted use or disclosure of the patient's health record, staff shall refer such request to the University Privacy Officer. Staff shall provide the patient with the form entitled, "Request for Restricted Use and Disclosure of Health Information" (See Attachment A) for submission to the Privacy Officer.
2. The patient may directly submit Attachment A to the Privacy Officer. If requested, staff shall assist patients in submitting completed Attachment As to the Privacy Officer.
3. Upon receipt of a written request for restricted use or disclosure, the University Privacy Officer shall follow steps outlined in Section IV.B of this policy.

B. Required Actions of the Privacy Officer. Upon receipt of request for restricted use or disclosure, the University Privacy Officer shall:

1. Review the clinical designated health record, the requested restriction, and involved Creighton procedures and systems to determine if Creighton University can reasonably comply with the requested restriction, as provided by Section IV.C.
2. Respond in writing within 60 days after receipt of the request. In the event the University Privacy Officer cannot act on the request within 60 days, the University Privacy Officer may extend the time for such action by 30 days, provided that the University Privacy Officer provides the patient (and copies to the Personal Representative, if applicable) with a written statement of the reasons for the delay and the date by which Creighton will complete its action on the request.
3. The University Privacy Officer's written response shall be in the form entitled, "Response to Request for Restricted Use and Disclosure of Health Information," (See "Attachment B"). A copy shall be filed with:

- a. The patient's clinical designated health record; and
- b. The University Privacy Officer's Amendment files.

4. The University Privacy Officer shall take all necessary steps to accommodate agreed upon restrictions on or before the effective date. Such steps include notifying all affected clinics and departments of the agreed restriction.

C. Bases for Denial of Request. The requested restriction may be denied where:

1. The Privacy Officer determines that Creighton's systems or operational procedures cannot reasonably accommodate the request;
2. The request would result in a violation state or federal law or violation of a court order, subpoena or other valid legal requirement; or
3. The request would inappropriately restrict Creighton uses/disclosures for purposes of treatment, payment or operations.

The requested restriction may not be denied where the patient or patient representative requests that Creighton not disclose information pertaining to items or services for which the patient/patient representative paid the full cost of such items or services.

D. Responsibilities of Clinics

In the event the University Privacy Officer notifies clinics or departments of an agreed restriction, those clinics and departments are responsible for ensuring that their future uses and disclosures abide by the agreed restriction(s).

V. ADMINISTRATION AND INTERPRETATIONS

Questions regarding this policy may be addressed to the University Privacy Officer.

VI. DISCIPLINE

Disciplinary action for violations shall be determined in accordance with University's progressive disciplinary policy for Creighton employees. Disciplinary action for violations of this policy by students shall be determined at the school level. Disciplinary action for violations by residents will be determined at the program level. Disciplinary action will be based upon the severity and/or frequency of the violation.

VII. VIOLATIONS AND INQUIRIES

Any questions about or known violations of this policy should be reported to the University Privacy Officer at 402-280-3469 or via e-mail to privacy@creighton.edu.

VIII. AMENDMENTS OR TERMINATION OF THIS POLICY

This policy may be amended or terminated by Creighton University at any time.

IX. REFERENCES

42 USC 1301 et seq., 45 CFR 164.522.

CREIGHTON UNIVERSITY

REQUEST FOR RESTRICTED USE AND DISCLOSURE OF HEALTH INFORMATION

This form must be completed and submitted to: University Privacy Officer, Creighton University, 2500 California Plaza, Omaha, NE 68178. Facsimiles are accepted at (402)280-3859. Scanned images are accepted at privacy@creighton.edu.

A. **Patient.** I am requesting that Creighton University amend the health record of the following patient:

NAME _____ DOB _____

ADDRESS _____ SOCIAL SECURITY NUMBER _____

B. **Record to Be Restricted:** The department whose record is to be amended (check all that apply):

- Creighton Dental Clinic
- Creighton Pediatric Therapy
- Creighton Specialty Pediatrics
- Creighton Clinic Pharmacy

C. **Requested Restriction.** I am requesting the following restriction on disclosures to the patient's health record:

D. **Expiration.** The undersigned requests that the restriction: _____ expire on (insert date) _____
 _____ not expire.

E. **Acknowledgment.** The undersigned acknowledges the following:

- Creighton University must agree to the above request in writing before this request has any force and effect.
- If agreed upon by Creighton, the restriction shall not apply to uses or disclosures made by Creighton prior to the Effective Date.

Creighton reserves the right to terminate any agreement to restrict use/disclosure by providing you with notice of such termination. Such notice of termination shall only be effective with respect to the health information that Creighton creates or receives after the effective date of the notice of termination.

F. **Acknowledgment.** By my signature below, I acknowledge the accuracy of the information provided above.

Signature of Patient/ Personal Representative

Date

Representative's Relationship to Patient (if applicable)

Representative's printed name

Creighton University
Response to Request for Restricted Use and Disclosure of Health Information

Creighton University is in receipt of your Request for Restricted Use and Disclosure regarding the following patient:

NAME _____ **D.O.B.:** _____
ADDRESS _____

As required by federal law, Creighton University notifies you that:

- We agree to your requested restricted use/disclosure of your protected health information.
- We deny your requested restriction. The basis for this decision is (are):
- Creighton’s systems and/or operational procedures cannot accommodate this request.
- Creighton cannot accommodate this request without violating state or federal law or other legal requirements.
- Accommodating the request would unreasonably restrict Creighton’s uses or disclosures for purposes of treatment, payment or operations.
- We partially agree to and partially deny your requested restriction.

The restricted uses/disclosures Creighton University agrees to make are as follows:

This agreement shall _____ expire on _____; _____ not expire.

In addition, Creighton University notifies you of the following:

This agreement has no effect on uses or disclosures made by Creighton University prior to the Effective Date. This agreement has no effect on uses for treatment purposes. Creighton reserves the right to advise you of any future treatment options that may be relevant to your care.

This agreement shall have no force and effect where Creighton is obligated law to use or disclose patient information, including when requested by the Secretary of Health and Human Services under 45 C.F.R Part 160, subpart C.

This agreement shall not be deemed to prevent disclosures made to health care providers who are/have provided services to you, where such disclosures are made for purposes of treatment, payment or health care operations.

This agreement shall have no force and effect where Creighton uses or discloses your health information for operational purposes or for payment purposes, such as disclosures made to your third party payors.

Creighton may also terminate any agreement to restrict use/disclosure by providing you with notice of such termination. Such notice of termination shall only be effective with respect to your health information that Creighton creates or receives after the effective date of the notice of termination.

Privacy Officer Signature

Date of Determination

Date Restriction Provided to Affected Clinics

Effective Date