Exhibit D

HealthSCOPE Benefits HIPAA POLICY AND PROCEDURE			
Subject: Policy for disclosures permitted without authorization			**Page:**
Policy No: 15a		**Effective Date:** April 14, 2004	**Revision Date:**

Purpose:
To ensure that HealthSCOPE Benefits conducts business in compliance with all applicable privacy laws, regulations, and HealthSCOPE Benefits policies.

Role
This policy is to be used in HealthSCOPE Benefits Role as: ☐ Service Provider ☐ Employer ☑ Both

Policy
HealthSCOPE Benefits is committed to conducting business in compliance with all applicable laws, regulations, and HealthSCOPE Benefits policies to protect the privacy of the protected health information ("PHI") of their clients. As part of this commitment, HealthSCOPE Benefits has instituted this Policy regarding Disclosures that are permitted without an individual's verbal agreement or Authorization.

Definitions
1) Covered Entity or Entities: (a) Health-Care Provider(s) who transmit any PHI in electronic form; (b) Health Plan(s); and (c) Health-Care Clearinghouse(s). Disclosure Externally divulging PHI, created or possessed by HealthSCOPE Benefits, in any manner.
2) Health-Care Provider: A provider of Health-Care (e.g., physician, hospital) that furnishes, bills, or is paid for Health-Care in the normal course of business.
3) Health Oversight Agency: An agency authorized by law to oversee the health-care system or government programs for which PHI is necessary to determine eligibility for or compliance with the government program, or is necessary to enforce civil rights laws. For example, the Department of Health and Human Services, the Centers for Medicare and Medicaid Services (formerly HCFA), state insurance commissions, state health professional licensure agencies, Offices of Inspectors General of federal agencies, Department of Justice, state Medicaid fraud control units, OSHA, and the FDA are considered Health Oversight Agencies.
4) Inmate: A person who is confined in a correctional institution, such as a prison, jail, reformatory, work farm, detention center, home detention or halfway house.
5) Law Enforcement Official: An officer or employee of an agency or authority who is empowered by law to investigate potential violations of the law or conduct a criminal, civil or administrative proceeding arising from a violation of the law.
6) Public Health Authority: An agency or authority of the United States, a state, territory, or Indian tribe that is responsible for public health matters as part of its official mandate. This includes a person or entity acting under a grant of authority from or contract with a public health agency. For example, state, city or county departments of health and the Centers for Disease Control and Prevention are Public Health Authorities.
7) See HealthSCOPE Benefits Policy #1 for HIPAA Definitions.

Procedure

1) **When PHI may be Disclosed Without an Individual's verbal agreement or Authorization**

   a) *Treatment, Payment or Health-Care Operations:*
   HealthSCOPE Benefits may use or disclose PHI for its own Treatment, Payment or Health-Care Operations (TPO), except for those Uses or Disclosures that require an authorization (see Policy 15b, "Policy Regarding When an Authorization is Required to Disclose Protected Health Information"). Where appropriate, HealthSCOPE Benefits has, or will enter into, a Business Associate Agreement or execute a confidentiality agreement to ensure outside organizations receiving PHI for the purposes of TPO will take reasonable measure to protect the health information being disclosed. HealthSCOPE Benefits may disclose PHI to another Covered Entity or Health-Care Provider for the Payment activities of the entity that receives the information. HealthSCOPE Benefits may Disclose PHI to another Covered Entity for Health-Care Operations of the entity that receives the information if both the entities have a relationship with the Individual who is the subject of the PHI being requested, and the Disclosure is:
   i) for the purpose of conducting quality assessment and improvement activities or reviewing the competence or qualifications of health care professionals; or
   ii) for the purpose of detecting health-care fraud and abuse compliance.

   b) *Public Health Activities:*
   HealthSCOPE Benefits may disclose PHI if the Disclosure is to:
   i) a Public Health Authority authorized by law (including a foreign health agency) to collect or receive information for the purpose of preventing/controlling disease or injury or disability, including, but not limited to, reporting disease, injury, or vital events (birth and death), and to conduct public surveillance or public health investigations;
   ii) a Public Health Authority in charge of investigating child abuse or neglect and HealthSCOPE Benefits is authorized by law to notify the Public Health Authority; (c) a Public Health Authority if a person has been exposed to a communicable disease or is at risk of spreading a communicable disease and HealthSCOPE Benefits is authorized by law to notify the Public Health Authority;
   iii) a Public Health Authority for work-related injuries if HealthSCOPE Benefits notifies the Individual; or
   iv) another governmental agency if that governmental agency is acting at the direction or request of a Public Health Authority.

   c) *Health Oversight Activities:*
   HealthSCOPE Benefits may disclose PHI to Health Oversight Agencies for health oversight activities to the extent the Disclosure is allowed by law. Such activities include, but are not limited to, audits, civil, administrative or criminal investigations, inspections, licensure or disciplinary actions, civil, administrative or criminal proceedings or actions, or other activities necessary for appropriate oversight of the health care system, government benefit programs for which PHI is relevant, entities subject to government regulatory programs or entities subject to civil rights laws. Requested Disclosures are not considered health oversight activities if:
   i) an Individual is the subject of the investigation or activity; or
   ii) the investigation or activity does not arise out of, and is not directly related to
      (1) the receipt of Treatment,
      (2) a claim for public benefits related to health care, or
      (3) qualification for, or receipt of, public benefits or services in which the Individual's health is integral to the claim for public services or benefits.

d) *Judicial or Administrative Proceedings:*
   i) Refer to Policy 15d for detail regarding the use & disclosure of PHI for judicial or administrative purposes.

e) *Crime Victims:*
   i) In the rare event HealthSCOPE Benefits is requested to release PHI of a crime victim, HealthSCOPE Benefits must obtain the Individual's verbal agreement before disclosing PHI to a Law Enforcement Official, unless the requested Disclosure pertains to a victim of abuse, neglect, or domestic violence. HealthSCOPE Benefits cannot initiate the disclosure; it must be in response to a request from a Law Enforcement Official. If an Individual is unable to give his or her verbal agreement due to their incapacity or an emergency situation, HealthSCOPE Benefits may disclose PHI if:
      (1) the Law Enforcement Official represents that PHI is needed to determine whether a violation of law by a person other than the Individual has occurred and the PHI will not be used against the Individual;
      (2) the Law Enforcement Official represents that the law enforcement activity will be materially and adversely affected by waiting for the Individual's verbal agreement; and
      (3) any HealthSCOPE Benefits employee in his or her professional judgment believes that it would be in the Individual's best interest to make the disclosure.

f) *Aversion of Serious Threats to the Health or Safety of a Person or the Public:* HealthSCOPE Benefits may Use or Disclose PHI if they have a good faith belief (i.e., actual knowledge or a credible representation by a person with apparent knowledge or authority) that the Use or Disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. The Use or Disclosure must occur in an emergency situation and be to persons reasonably able to prevent or lessen the threat.

2) Disclosures by Whistleblowers

a) A member of HealthSCOPE Benefits' Workforce or a Business Associate may disclose PHI in good faith to:
   i) a Health Oversight Agency or Public Health Authority that is authorized by law to investigate or oversee the conduct of HealthSCOPE Benefits;
   ii) an appropriate health-care accreditation organization; or
   iii) an attorney for the purposes of determining the Disclosing whistleblower's options. This rule only applies to whistleblower actions against HealthSCOPE Benefits, not actions to expose alleged illegal or wrongful conduct of another person.

3) Procedure for Disclosing PHI Without an Individual's Verbal Agreement or Authorization

a) Prior to disclosing PHI pursuant to this Policy, HealthSCOPE Benefits must verify the identity of the person requesting the PHI and the authority of that person to have access to the PHI if the person requesting the PHI is unknown to HealthSCOPE Benefits. If a public official is requesting the disclosure of PHI, the identity of that person may be verified by their submitting a written statement on agency letterhead, or by providing an identification badge or other proof of official status to HealthSCOPE Benefits. The authority of a public official requesting PHI may be verified by a written statement (or an oral statement if a written statement would be impracticable) of the legal authority (i.e., statute or regulation) under which the PHI is requested. Requests made pursuant to legal process, warrant, subpoena, order, or other legal process issued by a grand jury or a judicial or administrative tribunal usually constitute legal authority. Note that these requests must be made pursuant to a grand jury request or a request made by a judicial or administrative

tribunal. Contact an attorney for assistance in responding to subpoenas. If the disclosure is conditioned upon HealthSCOPE Benefits first obtaining documentation, statements or representation from the person requesting the PHI, then HealthSCOPE Benefits must first obtain such additional documentation, statements or representation.

4) **Emergency**
   a) In emergency situations, HealthSCOPE Benefits employees must exercise their professional judgment in the best interest of the Individual patient in deciding whether to Disclose PHI.

Responsibility of All Employees
Every HealthSCOPE Benefits employee is responsible for being aware of, and complying with, the Privacy Regulations and HealthSCOPE Benefits corresponding privacy policies and procedures. Questions or issues regarding the Privacy Regulations shall be directed to the employee's supervisor or Privacy Official.

Review, Approval and Assistance
Any exception, change or deviation from this Policy must be reviewed and approved by Senior Management. HealthSCOPE Benefits' Privacy Official is available to answer any questions and to provide assistance and advice to HealthSCOPE Benefits employees concerning this Policy. Questions regarding specific terms, situations, or problems regarding this policy may be forwarded to the Privacy Official for assistance and advice.

Purpose
To ensure that HealthSCOPE Benefits conducts business in compliance with all applicable privacy laws, regulations, and HealthSCOPE Benefits policies.

Role
This policy is to be used in HealthSCOPE Benefits Role as: ☐ Service Provider ☐ Employer ☑ Both

Policy
HealthSCOPE Benefits is committed to conducting business in compliance with all applicable laws, regulations, and HealthSCOPE Benefits policies to protect the privacy of the protected health information ("PHI") of their clients. As part of this commitment, HealthSCOPE Benefits has instituted this Policy to define the circumstances under which written authorization is required to release an Individual's Protected Health Information.

Definitions
1) Health-Care Provider: A provider of Health-Care (e.g., physician, hospital) that furnishes, bills, or is paid for Health-Care in the normal course of business.
2) Health Plan: An individual or group plan that provides or pays for the cost of medical care, including Group Health Plans, health insurance issuers (including insurance companies), HMOs, the Medicaid and Medicare programs, an issuer of Medicare supplemental insurance, CHAMPUS, TriCare, the Indian health service program, Federal Employee Health Benefits Program ("FEHBP"), an approved State Children's Health Insurance Program ("SCHIP"), a high risk pool established under state law, an issuer or a long-term care policy, and a multiple-employer plan. Health Plans do not include any plan that pays for excepted benefits and is a government-funded program, if the government-funded program's principal activity does not involve providing or paying for Health-Care or the principal activity is the direct provision of Health-Care or the making of grants to fund Health-Care. Examples of such excluded programs include the Food Stamp Program, the Special Supplemental Nutrition Program for Women, the Ryan White Comprehensive AIDS Resources Emergency Act, and government-funded Health-Care centers and immunization programs (except that some of the programs may meet the definition of a Health-Care Provider). The fact that a local welfare agency simply determines eligibility or enrollment in a Health Plan is not sufficient in and of itself to make such an agency a Health Plan.
3) Research: The systematic investigation (including research development, testing, and evaluation) designed to develop or contribute to generalized knowledge. Research is not considered to be Treatment, Payment or Health-Care Operations, nor should Research be considered as a performance improvement activity.
4) See HealthSCOPE Benefits Policy #1 for HIPAA Definitions.

Procedure
1) Unless a disclosure of PHI is authorized, required under applicable law, or otherwise permitted in Policy 15a regarding permitted uses & disclosures, HealthSCOPE Benefits must obtain a specific, written authorization from an Individual before using or disclosing the Individual's PHI.
2) Specific Circumstances in Which an Authorization is Necessary:
   a) The following is a list of common situations in which an authorization is necessary:
      i) Marketing and fund-raising practices (See Privacy Compliance Policy No. 3.0, "Marketing and Fund-Raising Policy");
      ii) employment determinations; and
      iii) Psychotherapy Notes, even if the Disclosure or Use is for Treatment, Payment, or Health-Care Operations.
3) Specific Circumstances In Which an Authorization is Not Necessary:

a) The following is a list of common situations in which an authorization is not necessary:
   i) Disclosures to the Department of Health and Human Services for enforcement or compliance purposes;
   ii) Disclosures mandated by law;
   iii) Psychotherapy Notes needed for "oversight" activities/investigations into the Health-Care Provider;
   iv) Disclosures to prevent a serious threat to the health or safety of another person or the public, or Disclosure for the purpose of Treatment, Payment, or Health-Care Operations.

4) Authorization Requirements
   a) The authorization must meet the following requirements to be valid:
      i) The authorization must be written in plain language and signed and dated by the Individual (or, if signed by the Individual's personal representative, it must additionally state that person's authority or relationship to the Individual);
      ii) Clearly describe the PHI to be used or disclosed;
      iii) List the persons / organizations authorized to use or disclose the information
      iv) List the persons / organizations authorized to receive the information
      v) Indicate the authorization expiration date (can be a specific date or a specific time period or event period directly relevant to the Individual or the purpose for the Use or Disclosure);
      vi) State that the Individual has the right to revoke the authorization, including instructions as to how and where the Individual can complete such a revocation;
      vii) Identify each purpose for which the PHI is to Used or Disclosed (i.e., broad or blanket authorizations are not permitted);
      viii) State that HealthSCOPE Benefits cannot condition Treatment, Payment, enrollment, or eligibility on the Individual agreeing to sign the authorization if the conditioning is prohibited under the Privacy Regulations and if conditioning is permitted, then state any consequences to the Individual for refusing to sign the authorization (for example, HealthSCOPE Benefits may condition the provision of research-related treatment upon receipt of a signed authorization from the patient);
      ix) State that HealthSCOPE Benefits will or will not receive direct or indirect compensation from a third party in exchange for the Use or Disclosure of the PHI, if HealthSCOPE Benefits will indeed receive such compensation; and
      x) State that HealthSCOPE Benefits has provided the Individual with a signed copy of the authorization.
   b) If the Individual requests the authorization for his or her own purpose, the purpose may be described as "at the request of the Individual."

5) General Prohibition of Compound Authorizations
   a) Generally, an authorization cannot be combined into the same form with
      i) the Covered Entity's notice of privacy practices (See Privacy Compliance Policy No. 13.0, "Notice of Privacy Practices Policy"),
      ii) an informed consent for Research purposes,
      iii) any other form of authorization for Treatment or Payment purposes, or
      iv) any other form of written legal permission for Use or Disclosure of PHI. Nevertheless, an authorization can be combined with another document giving permission to Use or Disclose PHI in the following situations:
         (1) An authorization for a specific Research study may be combined with any other type of written permission for the same Research study, including another authorization for the Use or Disclosure of Protected Health Information for such Research or a consent to participate in the Research;
         (2) Use or Disclosure of Psychotherapy Notes for multiple purposes may be combined into a single authorization;

(3) Except for an authorization for the Use or Disclosure of Psychotherapy Notes, authorizations may be combined if HealthSCOPE Benefits has not conditioned Treatment, Payment, eligibility, etc. upon the Individual's signing any of the relevant authorizations.

6) General Rule Against HealthSCOPE Benefits Conditioning Treatment or Payment on Signing an Authorization
   a) In general, HealthSCOPE Benefits is prohibited from conditioning Treatment or Payment upon an Individual signing an authorization. However, HealthSCOPE Benefits may condition Treatment or Payment upon an Individual's signing an authorization, if the Use or Disclosure for which the authorization is sought does not pertain to Psychotherapy Notes and is for one of the following items:
      i) Research purposes;
      ii) An Individual who is to be given Treatment at HealthSCOPE Benefits for the sole purpose of providing information to a third party (e.g., insurance application prescreening examinations);
      iii) The purpose of determining eligibility for enrollment (if the Covered Entity is a Health Plan) or for the Health Plan's underwriting or risk rating determinations.
7) Revocation of Authorizations
   As with consents, Individuals can revoke their authorizations at any time, in writing, except
   a) if the authorization was obtained as a condition of the Individual receiving insurance coverage, or
   b) to the extent that HealthSCOPE Benefits has taken action in reliance upon the authorization.
8) Adults Who Can Sign the Authorization
   a) A competent, adult patient should always sign the authorization to release PHI. A person is competent if he or she has the general ability to understand the concept of releasing his or her medical information.
   b) If the individual is competent, but unable to sign the authorization, the person witnessing the form may write in "Patient unable to sign due to_____. Individual gave verbal permission." and then witness the form. If the individual is not conscious, coherent or is not competent for whatever reason, another person must sign the authorization.
9) Patients Under Court-ordered Guardianship
   a) If the individual is unable to sign by reason of financial or mental disability, the individual's legal guardian may sign the authorization on behalf of the incapacitated individual.
10) Consent From Relatives
   a) Authorization from the individual is always preferred. In those situations when the individual is unconscious or unable to give his or her authorization, HealthSCOPE Benefits may rely upon a individuals relatives to provide the authorization. Missouri and Illinois law recognize the following order as "next of kin" and this order should be followed whenever possible:
      (a) Patient's Guardian of the Person;
      (b) Spouse;
      (c) Adult son or daughter;
      (d) Either parent;
      (e) Adult brother or sister;
      (f) Any adult grandchild of the patient; or
      (g) Any other person authorized to provide authorization.
11) Minors Who Can Sign the Authorization
   The following guidelines apply in obtaining a signed authorization from or on behalf of a minor:
   a) If the individual is under 18 and is not pregnant, does not already have children, does not live apart from his or her parents, and/or the Treatment at issue is not related to pregnancy, drug abuse, or venereal disease, then the individual's parents (or other legal guardian or person standing in the place of the parents (i.e., grandparent or adult sibling)) may sign the authorization on behalf of the minor individual; or

b) (b) If the individual is under 18 and is pregnant, has had a child, lives apart from his or her parents, and/or the treatment at issue is related to pregnancy, drug abuse, or venereal disease, then the minor may sign the consent on behalf of himself or herself.

Retention of Authorization
The Covered Entity must retain any signed authorization for six years in accordance with the HealthSCOPE Benefits' policy on the retention and destruction of records and documents.

Responsibility of All Employees
Every HealthSCOPE Benefits employee is responsible for being aware of, and complying with, the Privacy Regulations and HealthSCOPE Benefits corresponding privacy policies and procedures. Questions or issues regarding the Privacy Regulations shall be directed to the employee's supervisor or Privacy Official.

Review, Approval and Assistance
Any exception, change or deviation from this Policy must be reviewed and approved by Senior Management. HealthSCOPE Benefits' Privacy Official is available to answer any questions and to provide assistance and advice to HealthSCOPE Benefits employees concerning this Policy. Questions regarding specific terms, situations, or problems regarding this policy may be forwarded to the Privacy Official for assistance and advice.

Purpose
To define HealthSCOPE Benefits' policy for the use and disclosure of protected health information as it relates to HealthSCOPE's own treatment, payment or health care operations.

Role
This policy is to be used in HealthSCOPE Benefits Role as: ☐ Service Provider ☐ Employer ☑ Both

Policy
1) Under the HIPAA patient privacy standards, HealthSCOPE Benefits may disclose protected health information for treatment, payment, or health care operations without authorization from an individual under the following circumstances:
   a) for HealthSCOPE Benefits' own treatment, payment, or health care operations (TPO);
   b) for treatment activities of a health care provider;
   c) for the payment activities of another covered entity or health care provider, as long as the recipient of the PHI is that covered entity or health care provider;
   d) for purposes of health care operations,
2) The entities disclosing and receiving the information must have or have had a relationship with the individual and the purpose for the disclosure must pertain to that relationship.

Definitions
1) See HealthSCOPE Benefits Policy #1 for HIPAA Definitions.

Review, Approval and Assistance
Any exception, change or deviation from this Policy must be reviewed and approved by Senior Management. HealthSCOPE Benefits' Privacy Official is available to answer any questions and to provide assistance and advice to HealthSCOPE Benefits employees concerning this Policy. Questions regarding specific terms, situations, or problems regarding this policy may be forwarded to the Privacy Official for assistance and advice.

Exhibit E

HealthSCOPE Benefits
Employee Confidentiality Agreement and Training Certification

I, _____, may view, have access to, or otherwise come across Protected Health Information ("PHI") (as defined in the HIPAA Privacy Rule) in the performance of my job for HealthSCOPE Benefits, Inc.

To ensure that all uses and disclosures of PHI that I am permitted or required to make in the performance of my job comply with the HIPAA Privacy Rule, I have read and understand HealthSCOPE Benefits, Inc.'s abbreviated policies and procedures document regarding the privacy of individually identifiable health information, as mandated by the HIPAA Privacy Rule. In addition, I acknowledge that I have received a copy of the abbreviated policies and procedures document and/or have received training in HealthSCOPE Benefits, Inc.'s policies concerning the permitted and required uses and disclosures of PHI. I further acknowledge that I have been informed that HealthSCOPE Benefits' full HIPAA Policies and Procedures document is posted on-line at www.healthscopebenefits.com under "Public HR and Management HR Document".

In consideration of my employment or compensation from HealthSCOPE Benefits, Inc., I hereby agree that I will not at any time – either during my employment with HealthSCOPE Benefits, Inc. or after my employment or association ends – use, access, or disclose PHI to any person or entity, internally or externally, except as is required in the course of my duties and responsibilities with HealthSCOPE Benefits, Inc., and as permitted by HealthSCOPE Benefits, Inc.'s HIPAA privacy policies and procedures. I understand that this obligation extends to any PHI that I may acquire during the course of my employment or association with HealthSCOPE Benefits, Inc., whether in oral, written, or electronic form, and regardless of the manner in which access was obtained.

I understand and acknowledge my responsibility to apply HealthSCOPE Benefits, Inc.'s HIPAA policies and procedures during the course of my employment or association. I also understand that any unauthorized use or disclosure of PHI will result in disciplinary action, which may include termination of my employment or association with HealthSCOPE Benefits, Inc. I understand that my obligations (as set forth in this document) will survive the termination of my employment or the end of my association with HealthSCOPE Benefits, Inc., regardless of the reason for such termination.

Signed:_____

Name Printed:_____

Date:_____

HealthSCOPE Benefits

Employee Confidentiality Agreement and Training Certification For Temporary Staff

I, _____, may view, have access to, or otherwise come across Protected Health Information ("PHI") (as defined in the HIPAA Privacy Rule) in the performance of my job for HealthSCOPE Benefits, Inc.

In consideration of my temporary employment or compensation from HealthSCOPE Benefits, Inc., I hereby agree that I will not at any time – either during my employment with HealthSCOPE Benefits, Inc. or after my employment or association ends – use, access, or disclose PHI to any person or entity, internally or externally, except as is required in the course of my duties and responsibilities with HealthSCOPE Benefits, Inc., and as permitted by HealthSCOPE Benefits, Inc.'s HIPAA privacy policies and procedures. I understand that this obligation extends to any PHI that I may acquire during the course of my employment or association with HealthSCOPE Benefits, Inc., whether in oral, written, or electronic form, and regardless of the manner in which access was obtained.

I understand and acknowledge my responsibility in regards to this agreement during the course of my employment or association. I also understand that any unauthorized use or disclosure of PHI will result in disciplinary action, which may include termination of my employment or association with HealthSCOPE Benefits, Inc. I understand that my obligations (as set forth in this document) will survive the termination of my employment or the end of my association with HealthSCOPE Benefits, Inc., regardless of the reason for such termination.

Signed:_____

Name Printed:_____

Date:_____

Exhibit F

HealthSCOPE Benefits HIPAA POLICY AND PROCEDURE			
Subject: Policy for Safeguarding PHI			**Page:** 1
Policy No: 5c		**Effective Date:** April 14, 2004	**Revision Date:**

Purpose
The purpose of this policy is to provide information for HealthSCOPE Benefits workforce members involving the safeguarding of PHI and to minimize the risk of unauthorized access, use or disclosure of confidential information.

Role
This policy is to be used in HealthSCOPE Benefits Role as: ☐ Service Provider ☑ Employer ☐ Both

Policy
HealthSCOPE Benefits must take reasonable steps to safeguard information from any intentional or unintentional use or disclosure that is in violation of the privacy policies. Information to be safeguarded may be in any medium, including paper, electronic, oral and visual representations of confidential information.

Definitions
See HealthSCOPE Benefits Policy #1 for HIPAA Definitions.

Procedures

1) **Safeguarding Confidential Information**
   a) **Paper**
      i) Materials that contain PHI that are to be left on an individuals desk, at a fax machines, in a routing trays and at printers are to be placed in a folder when the individual is not at their desk and after normal work hours.
      ii) If an individual is not at their desk or it is after normal work hours and the person delivering the material will not available to deliver documents containing PHI the next morning. the materials are to be placed inside a folder and follow department protocol for informing the recipient of who delivered the material.
      iii) All materials for telecommuters are to be placed inside the respective telecommuters folder and not openly left in the telecommuters' tray.
         (1) Purple folders have been assigned to all CSRs to use for this purpose.
         (2) The CS Admin Assistant will remove all copies from the printer and fax machines at the end of the day and will be placed in a purple folder on the shelf in the printer/fax area.
         (3) Any claim place in the DI, Rx or To Be Scanned tray after the last distribution run, should be placed inside a purple folder.
         (4) Desk checks will be done each day at 5pm by the Customer Service Administrator to insure all PHI materials have been placed in the purple folder.
         (5) Failure to adhere to this procedure will result in disciplinary action as stated in Policy 5e regarding employee sanctions.
      iv) Each of HealthSCOPE Benefits workplaces and workstations will store files and documents in locked rooms or appropriate storage systems when available.
      v) In workplaces and workstations where lockable storage is not available, HealthSCOPE Benefits staff and workforce members must take reasonable efforts to ensure the safeguarding of confidential information.
      vi) Each of HealthSCOPE Benefits workplaces and workstations will ensure that files and documents awaiting disposal or destruction in desk site containers, storage rooms, or centralized waste/shred bins, are appropriately labeled, are disposed of on a regular basis, and that all reasonable measures are taken to minimize access.
      vii) Each of HealthSCOPE Benefits workplaces and workstations will ensure that shredding of files and documents is performed on a timely basis, consistent with record retention requirements and policies.

viii) Shredding
   (1) HealthSCOPE Benefits managers and supervisors must ensure that shredding is done timely, preferably on a daily basis.
   (2) Outside contractors: HealthSCOPE Benefits must ensure that such entity is under a written contract that requires safeguarding of confidential information throughout the destruction process.

b) Oral

i) HealthSCOPE Benefits staff and workforce members must take reasonable steps to protect the privacy of all verbal exchanges or discussions of confidential information, regardless of where the discussion occurs.

ii) Each of HealthSCOPE Benefits workplaces and workstations shall make enclosed offices and/or interview rooms available for the verbal exchange of confidential information when needed.

iii) In open office environments, uses or disclosures that are incidental to an otherwise permitted use or disclosure could occur. Such incidental uses or disclosures are not considered a violation provided that HealthSCOPE Benefits has met the reasonable safeguards and minimum necessary requirements.

iv) Each HealthSCOPE Benefits workplaces and workstation must foster employee awareness of the potential for inadvertent verbal disclosure of confidential information.

c) Visual

i) HealthSCOPE Benefits staff and workforce members must ensure that observable confidential information is adequately shielded from unauthorized disclosure on computer screens and paper documents.

ii) Computer Screens: Each HealthSCOPE Benefits workplace and workstation must make every effort to ensure that confidential information on computer screens is not visible to unauthorized persons and workstations are protected when not in use. When individuals leave their desk for breaks and/or lunch, they should, depending on circumstances, either:
   (1) Completely log out of the workstation;
   (2) Use password-protected screen savers;
   (3) Minimize applications thereby removing them from display.

iii) Paper Documents: HealthSCOPE Benefits staff and workforce must be aware of the risks regarding how paper documents are used and handled, and must take all necessary precautions to safeguard confidential information.

d) Electronic Storage & Transmissions

i) Implementation of Role-Based Access (RBA) and the Minimum Necessary Policy will promote administrative safeguards. Role Based Access (RBA) is a form of security allowing access to data based on Job function in accordance with HealthSCOPE Benefits security procedures and respective system security features. HealthSCOPE Benefits staff and workforce members shall be given access only to the minimum necessary information to fulfill their Job functions. Conducting internal reviews periodically will permit HealthSCOPE Benefits to evaluate the effectiveness of safeguards. All HealthSCOPE Benefits staff will be required to sign a confidentiality agreement document constituting a formal commitment and understanding to it is maintaining the highest level of confidentiality for it's clients and covered employees/members.

ii) Email Usage - Refer to e-mail guidelines in Policy 3 regarding protected health information.

iii) Fax Machines - Refer to fax guidelines in Policy 3 regarding protected health information.

2) **Enforcement**
   a) HealthSCOPE Benefits management is responsible for enforcing this policy. Individuals who violate this policy are subject to disciplinary action, up to and including termination or dismissal.

Review, Approval and Assistance
Any exception, change or deviation from this Policy must be reviewed and approved by Senior Management. HealthSCOPE Benefits' Privacy Official is available to answer any questions and to provide assistance and advice to HealthSCOPE Benefits employees concerning this Policy. Questions regarding specific terms, situations, or problems regarding this policy may be forwarded to the Privacy Official for assistance and advice.

Purpose
To ensure that HealthSCOPE Benefits conducts business in compliance with all applicable privacy laws, regulations, and HealthSCOPE Benefits policies.

Role
This policy is to be used in HealthSCOPE Benefits Role as: ☐ Service Provider ☐ Employer ☑ Both

Policy
HealthSCOPE Benefits is committed to conducting business in compliance with all applicable laws, regulations, and HealthSCOPE Benefits policies to protect the Protected Health Information ("PHI") of their clients. As part of this commitment, HealthSCOPE Benefits has instituted this Policy to provide guidelines and instructions on the appropriate communication and handling of PHI.

Definitions
1) The following information will be designated as protected health information:
   a) Any health information, including demographic information collected from an individual, transmitted or maintained in any form or medium, that:
   b) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
   c) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
      (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.
2) Routine health information meeting the above definition will be automatically designated as protected health information immediately upon its creation or receipt by [Organization].
3) See HealthSCOPE Benefits Policy #1 for HIPAA Definitions.

Procedure
1) This Policy addresses only the most common situations that may arise and it is not intended to be all-inclusive. How one should appropriately communicate or handle PHI will frequently depend upon the surrounding facts and circumstances. Common sense must be applied in each case. HealthSCOPE Benefits is committed to its mission of maintaining the exclusive focus of managing healthcare costs for client companies. The application of this Policy should never jeopardize HealthSCOPE's mission.

   a) Face-to-Face Communications Between HealthSCOPE Benefits Employees

   i) HealthSCOPE Benefits employees may only discuss an Individual's PHI with each other if it is necessary for the purposes of Treatment, Payment, or Health-Care Operations. Otherwise, any PHI concerning any Individual should be held in strictest confidence unless the Individual first signs an authorization.

   ii) Under no circumstances should an Individual's PHI be discussed in any public place or area where it might be inappropriately overheard, such as cafes, elevators, restrooms, hallways or public transportation. Employees should also be careful when discussing an Individual's PHI within other departments of the Company.

b) **Face-to-Face Communications with Non-HealthSCOPE Benefits Persons**

i) Conversations with persons involved in an Individual's Health-Care treatment, such as family members, relatives, close personal friends, or other persons identified by the Individual, generally should occur based on minimum necessary guidelines as well as further policies and procedures described in policy #15a, Uses and disclosures permitted without an authorization. The appropriateness of a conversation involving PHI will ordinarily depend upon the surrounding facts and circumstances. This Policy cannot address all potential situations that may arise and it is not intended to be all-inclusive. Common sense and good judgment must be applied in each case. Each HealthSCOPE Benefits employee who communicates PHI in a face-to-face conversation with another person is responsible for ensuring that the communication is reasonably designed to protect the PHI to the greatest extent practicable without interfering with the intended purpose of the communication. At a minimum, the employee should:

(a) verify the identity of the person requesting the PHI;
(b) determine the relationship between this person and the Individual (i.e., a Health-Care Provider, a family member providing health-care treatment, a payer, etc.);
(c) determine the reason for requesting the PHI (i.e., for Treatment, Payment, Health-Care Operations, etc.); and
(d) unless the PHI is being provided for Treatment purposes, decide what is the "minimum necessary" amount of PHI that may be provided.

ii) How an employee satisfies the above procedure depends upon the surrounding facts and circumstances. For example, if the Individual is unable to provide his or her verbal authorization because he or she is unconscious or unavailable, then HealthSCOPE Benefits employees may use their professional judgment and experience to make reasonable inferences if it is appropriate or is in the best interest of the Individual to disclose the PHI to another person. If so, only PHI directly relevant to the person's involvement with the Individual's health care should be disclosed. For example, if an Individual includes a spouse, a relative, a colleague, or a friend, in a conversation it is reasonable to assume, absent extenuating circumstances, that the person is involved in the Individual's care and may appropriately be given general information concerning the Individual's condition without first obtaining the Individual's consent, authorization, or verbal agreement.

c) **Telephone Communications**

i) Telephone communications concerning an Individual's PHI are governed by the same rules as those discussed above for face-to-face communications. This would also include the playback of any recorded telephone calls. The appropriateness of telephone communications involving PHI will ordinarily depend upon the surrounding facts and circumstances. This policy cannot address all potential situations that may arise and it is not intended to be all-inclusive. Common sense and good judgment must be applied in each case.

ii) Each HealthSCOPE Benefits employee who communicates PHI over the telephone to another person is responsible for ensuring that the communication is reasonably designed to protect the PHI to the greatest extent practicable without interfering with the intended purpose of the communication. At a minimum, the employee should:

(a) verify the identity of the person requesting the PHI ;
(b) determine the relationship between this person and the Individual (i.e., a Health-Care Provider, a family member providing health-care treatment, etc.);

(c) determine the reason for requesting the PHI (i.e., for Treatment, Payment, Health-Care Operations, etc.); and
(d) unless the PHI is being provided for Treatment purposes, decide what is the "minimum necessary" amount of PHI that may be provided.

iii) How an employee satisfies the above procedure depends upon the surrounding facts and circumstances. For example, in some cases an employee may be able to verify the identity of the caller through voice recognition. In other cases, the employee may have to resort to a "callback" procedure. Finally, it may be sufficient if the caller can provide additional identifying information regarding the individual they are calling about.

d) Facsimile Communications

i) Facsimile communications are also subject to the same rules as those discussed above for face to-face communications and telephone communications. The appropriateness of facsimile communications of PHI will also depend upon the surrounding facts and circumstances. Common sense and good judgment must be applied in each case. As with telephone conversations, each HealthSCOPE Benefits employee who communicates PHI over a facsimile machine is responsible for ensuring that the communication is reasonably designed to protect the PHI to the greatest extent practicable without interfering with the intended purpose of the communication. At a minimum, the employee should:
(a) verify the identity of the person requesting the facsimile containing the PHI ;
(b) confirm that the facsimile number is correct;
(c) call the recipient before sending the fax to advise the recipient the fax is coming;
(d) for frequently dialed fax numbers, pre-program the fax machines speed dial buttons to reduce misdial errors.
(e) determine the relationship between this person and the Individual (i.e., a Health-Care Provider, a family member providing health-care treatment, etc.);
(f) determine the reason for requesting the PHI (i.e., for Treatment, Payment, Health-Care Operations, etc.); and
(g) unless the PHI is being provided for Treatment purposes, decide what is the "minimum necessary" amount of PHI that may be provided.

ii) How the employee satisfies the above procedure depends upon the surrounding facts and circumstances. In some cases, an employee may
(a) require a written request for a facsimile,
(b) require confirmation that the receiving machine is in a secure location not accessible to unauthorized individuals, or
(c) send an initial test fax to confirm the number.

iii) Before Auto-faxes can be generated and sent, the individual sending the fax must first ensure that the recipient confirms their facsimile number and is aware of their responsibility to maintain the receiving facsimile machine in a secure location. The numbers should be periodically audited and reviewed to ensure their accuracy. Cover sheets should be used with the confidentiality language specified below:

Confidentiality Note

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the

message to the intended recipient, you are hereby notified that you are strictly prohibited from reading, disseminating, distributing, or copying this communication. If you have received this communication in error, please notify us immediately by telephone at the number indicated above and return the original message to us at the above address via U.S. Postal Service. Thank you.

iv) PHI containing medical information or material that is normally treated with a higher level of sensitivity (i.e., HIV, Hepatitis, abortion, drug/alcohol dependence, etc.) should not be faxed unless it is absolutely necessary to facilitate an urgent need for the information due to current patient treatment issues.

e) **E-Mail, Internet, Electronic, Wireless or Satellite Communications**

i) The transmission of PHI by e-mail, by Internet, or by any other means of electronic, wireless or satellite communication must meet the requirements for any other type of communication. In addition, the Information Systems Department must first approve the particular method of communication to ensure that it is reasonably secure. After the method has been approved, in using the particular communication method the employee should, at a minimum:

(a) verify the identity of the person requesting or receiving the PHI;
(b) PHI transmitted via e-mail may only be done so either through a means of encrypting the e-mail, or contained inside a password-protected document.
(c) determine the relationship between this person and the Individual (i.e., a Health-Care Provider, a family member providing health-care treatment, a payer, etc.);
(d) determine the reason for requesting or receiving the PHI (i.e., for Treatment, Payment, Health-Care Operations, etc.); and
(e) unless the PHI is being provided for Treatment purposes, decide what is the "minimum necessary" amount of PHI that may be provided.

f) **Retention and Destruction of Protected Health Information**

i) All PHI must be shredded or incinerated before disposal.

2) **Responsibility of All Employees**

a) Every HealthSCOPE Benefits employee is responsible for being aware of, and complying with, the Privacy Regulations and HealthSCOPE Benefits corresponding privacy policies and procedures. Questions or issues regarding the Privacy Regulations shall be directed to the employee's supervisor or Privacy Official.

Review, Approval and Assistance

Any exception, change or deviation from this Policy must be reviewed and approved by Senior Management. HealthSCOPE Benefits' Privacy Official is available to answer any questions and to provide assistance and advice to HealthSCOPE Benefits employees concerning this Policy. Questions regarding specific terms, situations, or problems regarding this policy may be forwarded to the Privacy Official for assistance and advice.

Purpose
To state HealthSCOPE Benefits position regarding the protection of confidentiality of health information.

Role
This policy is to be used in HealthSCOPE Benefits Role as: ☐ Service Provider ☑ Employer ☐ Both

Policy
It is the policy of HealthSCOPE Benefits to maintain the highest level of confidentiality for it's clients and covered employees/members at all times and under all circumstances.

Definitions
1) "Carelessness" is defined as a breech that occurs when an employee ***unintentionally or carelessly*** accesses, reviews, or reveals PHI to himself/herself or others without a legitimate need to know the patient information. Examples include, but are not limited to: employees discussing patient information in a public area; employees leaving a copy of patient information in a public area; employees leaving a computer work station unsecured.

2) "Curiosity or Concern" is defined as a breach when an employee accesses, reviews, discusses PHI for purposes other than the TPO of the individual. Examples include but are not limited to: an employee looks up birth dates, address of friends or relatives, accesses and reviews a patient record out of concern/curiosity; reviews a "famous" or public person's record.

3) "Personal Gain or Malice" is defined as a breach when an employee accesses, reviews, discusses PHI for personal gain or with malicious intent.

4) See HealthSCOPE Benefits Policy #1 for HIPAA Definitions.

Procedure
1) **Patient Information**
   a) All PHI is strictly confidential and can be shared only with those who have a "need to know" in the due course of business and operations, and only in a secure area. The "Need to Know" is defined as that which is necessary for one to perform one's specific job responsibilities adequately as further defined in the Company's minimum necessary policy.
   b) All Employees of HealthSCOPE Benefits will be required to sign a Confidentiality Agreement within 30 days of being hired. This will be controlled as part of the Training Policy. Temporary staff, regardless of how long their services are utilized, will be required to sign the "Employee Confidentiality Agreement and Training Certification For Temporary Staff" found within this policy.

2) **Discovery by a Supervisor/Manager/Department Head/Assistant Administrator**
   a) If a supervisor/manager believes a breach has occurred by an employee, after investigation, the progressive discipline process will be followed (see Policy 5e regarding employee sanctions). Scope and severity of the outcome will assist in determining what level of the progressive discipline process is utilized up to and including termination.
   b) The employee shall be required to reread the Confidentiality Policy on his/her own time and recertify with the employee's direct manager.
   c) If applicable, the incident shall be reported to Human Resources as well as the Senior Vice President of the appropriate department.

3) **Discovery by a Co-Worker**

a) The individual who observes or is aware of a breach of confidentiality shall report it to his/her immediate supervisor (unless it is the employees direct supervisor, then it shall be reported to the Director/Manager)
b) Failure to report a breach of confidentiality will result in disciplinary action
c) Reporting a breach of confidentiality in bad faith or for malicious reasons will result in disciplinary action.

4) Breaches that affect Other HealthSCOPE Benefits Employees

a) Any breach of PHI by a HealthSCOPE Benefits employee that negatively impacts another HealthSCOPE Benefits employee shall be reported to the respective Senior Vice President of the affected employee, by the Senior Vice President of the employee who created the impact.
b) The Senior Vice Presidents and HR can determine the applicable discipline by following the progressive discipline process.
c) All documentation concerning the employee will be returned to HR to store in the employee's personnel file.

5) Mail

a) Tampering with incoming or outgoing hospital mail, mail that has been placed in the distribution boxes, or any communication contained in a "confidential security envelope," is prohibited.
b) All interdepartmental mail of a confidential nature is to be placed in a secure, confidential envelope and is to be opened only by the addressee.

6) Employee Information

a) Employee records and confidential Human Resource materials are strictly confidential.
b) Employee files are to remain in the HR Department secured in a locked cabinet behind a locked door with access restricted.
c) Employee files cannot be removed from the Human Resource Department without written authorization from the HR Department Director.
d) Employee records and health information are to be treated with the same respect and in the same confidential manner as PHI.
e) Breaches in employee confidential matters are the same as violating a client's employee/dependent confidentiality and are grounds for disciplinary action up to and including termination following the same formula as for "breaches" of patient confidentiality.

Review, Approval and Assistance

Any exception, change or deviation from this Policy must be reviewed and approved by Senior Management. HealthSCOPE Benefits' Privacy Official is available to answer any questions and to provide assistance and advice to HealthSCOPE Benefits employees concerning this Policy. Questions regarding specific terms, situations, or problems regarding this policy may be forwarded to the Privacy Official for assistance and advice.

Exhibit G

HealthSCOPE Benefits
Employee Confidentiality Agreement and Training Certification

I, _____, may view, have access to, or otherwise come across Protected Health Information ("PHI") (as defined in the HIPAA Privacy Rule) in the performance of my job for HealthSCOPE Benefits, Inc.

To ensure that all uses and disclosures of PHI that I am permitted or required to make in the performance of my job comply with the HIPAA Privacy Rule, I have read and understand HealthSCOPE Benefits, Inc.'s abbreviated policies and procedures document regarding the privacy of individually identifiable health information, as mandated by the HIPAA Privacy Rule. In addition, I acknowledge that I have received a copy of the abbreviated policies and procedures document and/or have received training in HealthSCOPE Benefits, Inc.'s policies concerning the permitted and required uses and disclosures of PHI. I further acknowledge that I have been informed that HealthSCOPE Benefits' full HIPAA Policies and Procedures document is posted on-line at www.healthscopebenefits.com under "Public HR and Management HR Document".

In consideration of my employment or compensation from HealthSCOPE Benefits, Inc., I hereby agree that I will not at any time – either during my employment with HealthSCOPE Benefits, Inc. or after my employment or association ends – use, access, or disclose PHI to any person or entity, internally or externally, except as is required in the course of my duties and responsibilities with HealthSCOPE Benefits, Inc., and as permitted by HealthSCOPE Benefits, Inc.'s HIPAA privacy policies and procedures. I understand that this obligation extends to any PHI that I may acquire during the course of my employment or association with HealthSCOPE Benefits, Inc., whether in oral, written, or electronic form, and regardless of the manner in which access was obtained.

I understand and acknowledge my responsibility to apply HealthSCOPE Benefits, Inc.'s HIPAA policies and procedures during the course of my employment or association. I also understand that any unauthorized use or disclosure of PHI will result in disciplinary action, which may include termination of my employment or association with HealthSCOPE Benefits, Inc. I understand that my obligations (as set forth in this document) will survive the termination of my employment or the end of my association with HealthSCOPE Benefits, Inc., regardless of the reason for such termination.

Signed:_____

Name Printed:_____

Date:_____

HealthSCOPE
BENEFITS

HealthSCOPE Benefits

Employee Confidentiality Agreement and Training Certification For Temporary Staff

I, _____, may view, have access to, or otherwise come across Protected Health Information ("PHI") (as defined in the HIPAA Privacy Rule) in the performance of my job for HealthSCOPE Benefits, Inc.

In consideration of my temporary employment or compensation from HealthSCOPE Benefits, Inc., I hereby agree that I will not at any time – either during my employment with HealthSCOPE Benefits, Inc. or after my employment or association ends – use, access, or disclose PHI to any person or entity, internally or externally, except as is required in the course of my duties and responsibilities with HealthSCOPE Benefits, Inc., and as permitted by HealthSCOPE Benefits, Inc.'s HIPAA privacy policies and procedures. I understand that this obligation extends to any PHI that I may acquire during the course of my employment or association with HealthSCOPE Benefits, Inc., whether in oral, written, or electronic form, and regardless of the manner in which access was obtained.

I understand and acknowledge my responsibility in regards to this agreement during the course of my employment or association. I also understand that any unauthorized use or disclosure of PHI will result in disciplinary action, which may include termination of my employment or association with HealthSCOPE Benefits, Inc. I understand that my obligations (as set forth in this document) will survive the termination of my employment or the end of my association with HealthSCOPE Benefits, Inc., regardless of the reason for such termination.

Signed:_____

Name Printed:_____

Date:_____

Exhibit H

in areas of HealthSCOPE Benefits facilities designated by HealthSCOPE Benefits. HealthSCOPE Benefits associates are not permitted to use these services in their work area or any other HealthSCOPE Benefits work area, or to utilize cell phones while driving a car on company business.

PRIVACY AND INFORMATION SECURITY

The nature of the business performed by the Companies of HealthSCOPE Benefits requires the processing, storage and eventual destruction of private customer information, including information subject to the protections of the Health Insurance Portability and Accountability Act (HIPAA). All associates of the HealthSCOPE Benefits companies are to maintain the security of all customer information, but especially protected health information, in accordance with the HealthSCOPE Benefits HIPAA Security Policy. Each HealthSCOPE Benefits Company maintains a HIPAA Security Manual that can be reviewed by any HealthSCOPE Benefits associate. In addition, each HealthSCOPE Benefits Company has appointed a HIPAA Security Officer who can answer associate questions concerning security issues.

An additional aspect of HealthSCOPE Benefits Security Policy is the physical security of the HealthSCOPE Benefits offices and facilities. In order to protect Company assets, as well as to ensure the privacy of customer information, each HealthSCOPE Benefits Company has installed facility security systems and implemented security procedures, such as a visitor sign-in and sign-out procedure. All associates are required to operate within the parameters of the Company's security procedures and appropriately utilize their respective Company's facility security system, including the proper activation and deactivation of the security system. Any associate who acts outside the scope of their Company's security procedures, or who tampers with or inappropriately activates, deactivates or fails to activate, when appropriate, a Company security system, is subject to disciplinary action, up to and including termination of employment. The Human Resource Departments of the various HealthSCOPE Benefits Companies are available to answer any associate questions concerning security.

PRODUCTIVE WORK ENVIRONMENT AND PROHIBITION OF HARASSMENT

It is the policy of HealthSCOPE Benefits to promote a productive work environment and to comply with all applicable laws and regulations, including those concerning workplace behavior. All associates must cooperate to help achieve and maintain a productive work environment and pleasant working conditions. The Company will not tolerate conduct by any associate which improperly or illegally harasses, disrupts, or interferes with work performance or operations; creates or contributes to an intimidating, offensive, unlawful or hostile environment; is offensive to clients or other associates; or, discredits or adversely affects the Company's reputation or legitimate interests. At all times, associates are expected to act in a positive manner so as to promote the Company's best interests and to contribute to a productive work environment.

While all forms of harassment are prohibited, sexual, racial, age, disability, religious, national origin, and ethnic harassment, harassment based upon military status or pregnancy, and harassment based on any other characteristic protected by law are specifically prohibited.

Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature where such conduct is made either explicitly or implicitly a term or condition of an individual's employment, an employment decision is based on an individual's acceptance or rejection of such conduct, or such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment. Such conduct includes, but is not limited to: (a) sexual flirtations, touching, advances, or propositions; (b) verbal or written abuse of a sexual nature; (c) graphic or suggestive comments about an individual's dress or body; (d) sexually degrading words to describe an individual; and (e) the display in the workplace of sexually suggestive objects or pictures. No HealthSCOPE Benefits management personnel are to suggest, threaten, or imply that refusal to submit to

Exhibit I

ACKNOWLEDGEMENT OF OBLIGATION TO REVIEW ASSOCIATE HANDBOOK

My signature on this form acknowledges that I understand I have an obligation to read and become familiar with company's objectives, policies and procedures contained within the HR Policy Manual. I understand it is my obligation to read the HR Policy manual, either via on-line access or reviewing a hardcopy available in the Human Resources department.

I further understand that if I have any questions or do not understand any of the information contained within the manual that it is my responsibility to seek understanding by consulting either my supervisor or Human Resources.

I further acknowledge that employment with HealthSCOPE Benefits is strictly employment-at-will and that either the Company or myself reserve the right to terminate the employment relationship at any time, for any reason, subject only to certain time notice requirements. Also, I understand that the HR Policy Manual is **NOT** to be construed as part of an employment contract. Nothing contained in the manual should be considered as altering the employment-at-will relationship between the Company and myself.

Finally, I understand that the Company reserves the right at any time to alter, add to or eliminate policies and/or benefits as necessary, at the sole discretion of the Company.

_____
Print Name

_____ _____
Signature Date

Exhibit J

HEALTHSCOPE BENEFITS

HIPAA Compliance Audit Checklist

Office Audited: _____ Audit Date: _____ Audit Time: _____

	Compliance Area	Result	Comments
Physical Safeguards	**Computers**		
	Were there any unattended computers found that were not either returned to their logon screens or that did not have password-enabled screen savers?	☐ Yes ☐ No	
	Were any workstations found where the users password was found at the workstation?	☐ Yes ☐ No	
	Were any workstations found with PHI not reasonably concealed?	☐ Yes ☐ No	
	Trashcans		
	Were there any individuals trashcans discovered that contained PHI?	☐ Yes ☐ No	
	Were there any Shred-It bins found that were not locked?	☐ Yes ☐ No	
	Were there trashcans found in any other areas (i.e., hallway, training room, break room) that contained PHI?	☐ Yes ☐ No	
	Printers		
	Was PHI found at any printer or printer station that wasn't reasonably concealed?	☐ Yes ☐ No	
	Was any printer observed in which PHI was left unattended for an unreasonable amount of time after being printed?	☐ Yes ☐ No	
	Fax Machines		
	Was PHI found at any fax machine or fax station that wasn't reasonably concealed?	☐ Yes ☐ No	
	Was any fax machine observed in which PHI was left unattended for an unreasonable amount of time after being printed?	☐ Yes ☐ No	
	Were any outgoing fax's with PHI found that didn't contain a coversheet with a disclaimer?	☐ Yes ☐ No	
	Conference Rooms		
	Was PHI found in any conference rooms in areas such as credenzas or cabinets?	☐ Yes ☐ No	
	Were any conference rooms found containing PHI on a marker board?	☐ Yes ☐ No	

HEALTHSCOPE BENEFITS

HIPAA Compliance Audit Checklist

Staff			
	Customer Service		
	Monitor at least three Customer Service calls via NICE software. Did Customer Service ask at least three verifying questions? Was any PHI discussed kept to the "minimum necessary" guidelines?	☐ Yes ☐ No ☐ Yes ☐ No	
	Attempt to obtain PHI beyond intent of call. Was attempt successful?	☐ Yes ☐ No	
	Audible Conversation		
	Was there any conversation observed that occurred in a public area setting such as a break room or hallway that appeared inappropriate?	☐ Yes ☐ No	
	Human Resources		
	Is there appropriate documentation in personnel files for all new-hires since last audit?	☐ Yes ☐ No	
	General		
	Review results of previous audit for this office. Are there any observations or recommendations made in the previous audit that have not been corrected?	☐ Yes ☐ No	

Other Comments:

-
-
-