

WASATCH BEHAVIORAL HEALTH
SPECIAL SERVICE DISTRICT

Uses and Disclosures: Notice of Privacy Practices – HP – 8.07

Purpose:

A Notice of Privacy Practices will be given to individuals regarding the use and disclosure of protected health information (PHI) as well as the individual's rights and covered entities legal duties with respect to PHI. This policy is designed to give guidance and to ensure compliance with all laws and regulations regarding the provision of the Notice of Privacy Practices.

Reference:

45 C.F.R. §164.520

Policy:

1. WBH shall provide a formal Notice of Privacy Practices to individuals regarding the use or disclosure of PHI pursuant to 45 C.F.R. §164.520
2. Copies of the Notice of Privacy Practices will be made available in English and Spanish.
3. WBH shall post a copy of the Notice of Privacy Practices, in English, in a prominent location in the waiting room area of each service delivery site. Copies of the Notice of Privacy Practices shall be available in English and Spanish at the reception desks. Any client who is unable to read can request that the Notice of Privacy Practices be read to them.
4. WBH shall prominently post its Notice of Privacy Practices on its Center website. The Notice of Privacy Practices shall be made available electronically through the website, in English and Spanish language.
5. WBH shall obtain a written acknowledgment of receipt of the Notice of Privacy Practices from clients no later than their first service (form C-5.34 Notice of Privacy Practices Consent and Authorization (Information Received section). WBH shall document the good faith effort made to obtain the acknowledgment if a client refuses to sign. Following an emergency treatment situation, WBH shall provide the individual with the Notice of Privacy Practices as soon as reasonably practicable, and obtain written acknowledgement of receipt of the Notice of Privacy Practices.

Notice of Privacy Practices Content

1. Notice of Privacy Practices given to an individual regarding the use and disclosure of PHI must be written in plain language and contain the following statement prominently displaced: **"THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY."**
2. The Notice of Privacy Practices shall contain a description and at least one example of the types of uses and disclosures for each of the following purposes – treatment, payment, and health care operations.
3. A description of each of the other purposes for which WBH is either required or permitted to use or disclose PHI without the client's written consent or authorization.
4. A description of any prohibitions or material limitations required by more stringent law.

5. A statement that other uses and disclosures will be made only with the client's written authorization and that such authorization may be revoked.
6. If WBH intends to do any of the following, there must be a separate statement that:
 - a. WBH will contact the client to provide appointment reminders;
 - b. WBH may contact the client to raise funds on its behalf.
7. A statement of the client's rights with respect to uses and disclosures of PHI and a description of how they may be exercised including:
 - a. The right to request restrictions – including a statement that the covered entity is not required to agree to such a restriction;
 - b. The right to receive confidential communications of PHI;
 - c. The right to inspect and copy PHI;
 - d. The right to amend PHI;
 - e. The right to receive an accounting of disclosures of PHI; and
 - f. The right to obtain a paper copy of the Notice of Privacy Practices upon request.
8. A statement about WBH's duties to:
 - a. Maintain the privacy of PHI and to provide clients with notice of its legal duties and privacy practices;
 - b. Abide by the terms of the Notice of Privacy Practices; and
 - c. Provide notice to clients of any changes to its privacy practices.
9. A statement that clients may complain to WBH or US Department of Health and Human Services (DHHS) if they believe their rights have been violated; a brief description of how to file a complaint with WBH; and a statement that there will be no retaliation against the client if a complaint is made.
10. The title and telephone number of the Complaint Officer.
11. The date on which the Notice of Privacy Practices is first in effect which may not be earlier than the date on which the Notice of Privacy Practices is printed or otherwise published.

WBH requires that revision of privacy practices may only occur after deliberation by the Executive Committee and the Privacy Officer. Any changes arising from the revision process will be incorporated into the Notice of Privacy Practices and distributed to clients before those practices are effective.

Procedure:

Notice of Privacy Practices Development and Dissemination

1. The Privacy Officer in consultation with legal counsel and the Executive Committee shall develop the Notice of Privacy Practices.
 - a. The Executive Committee must approve the Notice of Privacy Practices.
 - b. The Notice of Privacy Practices in effect at any time shall be attached to this policy.
 - c. On at least an annual basis, an ad hoc committee facilitated by the Privacy Officer will be constituted to review the Notice of Privacy Practices and to suggest modifications to the Executive Committee.
2. The Notice of Privacy Practices shall be clearly and prominently displayed in public areas at every WBH site.
 - a. Paper copies of the Notice of Privacy Practices will be kept at every site and will be available to any client or client's representative who requests one. Clients can also ask that copies of the Notice of Privacy Practices be mailed or e-mailed to them.

- b. Each new client must receive a copy of the Notice of Privacy Practices and initial the Notice of Privacy Practices Consent and Authorization form prior to receiving any services.
 - 1) The intake staff will be responsible for ensuring that all new clients are given a copy of the Notice of Privacy Practices and that they initial and sign the Notice of Privacy Practices Consent and Authorization form C-5.34
 - 2) In emergency situations a copy of the Notice of Privacy Practices shall be given to the client and written acknowledgment requested as soon as it is safe to do so without interfering with treatment. Following an emergency treatment situation, WBH shall provide the individual with the Notice of Privacy Practices as soon as reasonably practicable, without interfering with treatment, and will attempt to obtain written acknowledgement of receipt of the Notice.

If a client refuses to sign a written acknowledgement of receipt of the Notice of Privacy Practices Consent and Authorization form, the staff member should document both the effort to get the signed acknowledgment and the reason for not obtaining the acknowledgement on the form. This note should be dated and signed.
- c. Each program shall be responsible for determining if the client can understand the written Notice of Privacy Practices or if a different method of informing the client about the privacy practices needs to be considered. WBH will offer clients the following alternatives:
 - 1) A staff member should offer clients who cannot read the Notice of Privacy Practices the opportunity to have the Notice read to them.
 - a) Each program must have a plan that designates who will be responsible for reading the Notice of Privacy Practices to clients who need this service.
 - b) The client may have a relative or friend read the Notice of Privacy Practices to them.
 - c) For clients under the age of 18, the Notice of Privacy Practices will be offered to the parent or guardian.
 - 2) Alternative Languages – the Notice of Privacy Practices will be available in English and Spanish.
 - 3) Alternatives to Paper – The Notice of Privacy Practices may be made available by audio recording.
- 3. WBH shall file acknowledgement receipts in the clinical record “Junction”. Adult records shall be retained for a period of 10 years from the last date of services. Youth records shall be retained until the client reached the age of 25 or 10 years from the last date of service, whichever is later.
- 4. Client questions about the Notice of Privacy Practices should be answered promptly and completely. If a staff member is unable to answer a question, the client should be referred to the Program Manager or Privacy Officer for additional information.
- 5. The Notice of Privacy Practices allows WBH to modify its Privacy Practices, but requires that clients be given an appropriate notice of the changes.
 - a. Each version of the Notice of Privacy Practices will have an effective date printed on the cover.
 - b. Copies of the revised Notice of Privacy Practices will be sent to each Division Director, Program Manager and Supervisor at least 15 days prior to the effective date of the new Notice.

- c. The Program Manager or designee is responsible for ensuring that all old copies of the Notice of Privacy Practices are destroyed and that the new Notice of Privacy Practices are in place.
 - d. Copies of the new version of the Notice of Privacy Practices will be made available to clients upon request at least 10 days before the effective date.
 - e. All Business Associates must receive a copy of the revised Notice of Privacy Practices at least 10 days before the effective date.
6. The WBH website will have on its home page a link to the Notice of Privacy Practices that is prominently displayed.
- a. Updates and revisions to the Notice of Privacy Practices must be placed on the website at least 10 days before the effective date.
 - b. The Privacy Officer and Webmaster are responsible for placing the Notice of Privacy Practices and any revisions on the website.

Staff Responsibility and Training

7. All staff members are responsible for reading, understanding and complying with the practices described in the Notice of Privacy Practices.
- a. Any employee who believes that WBH is not complying with its Notice of Privacy Practices or is concerned about any behaviors or actions of any employees, independent contractors, or business associates with regard to client privacy and the Notice of Privacy Practices must report those concerns either to their Supervisor, Program Manager, Division Director or the Privacy Officer/ Compliance Officer.
 - b. All employees shall be trained on the privacy practices, including all practices outlined in the Notice of Privacy Practices, annually through Essential Learning.
 - 1) New employees shall have training on the privacy practices incorporated into their orientation programs.
 - 2) When the Notice of Privacy Practices is modified, all employees shall receive notice of any changes and information on how their day-to-day work will change as a result.

Related HIPAA Policies:

HP-8.10, Access
 HP-8.11, Amendment
 HP-8.12, Accounting
 HP-8.01, Treatment, Payment, and Health Care Operations
 HP-8.02, Authorizations
 HP-8.03, Opportunity to Agree or Object
 HP-8.13, Restrictions
 HP-8.14, Confidential Communications
 HP-8.15, Documentation

Right to Change and/or Terminate Policy:

Reasonable efforts will be made to keep employees informed of any changes in the policy; however, WBH reserves the right, in its sole discretion, to amend, replace, and/or terminate this policy at any time.

WASATCH BEHAVIORAL HEALTH SPECIAL SERVICE DISTRICT

WBH Code of Conduct – HR – 1.11

Purpose:

The rights of the clients and co-workers of Wasatch Behavioral Health Special Service District (WBH), as guaranteed by the Constitution of the United States of America and the State of Utah, and other specific state and federal statutes and regulations, are fundamental to the operation of WBH. WBH will therefore not discriminate in the provision of mental health services on the basis of race, color, national origin, sex, religion, sexual orientation, gender identity, age, or disability. Further, WBH is bound to maintain the safety and well-being of all those entrusted to its care.

Willful or inadvertent discrimination, mistreatment, abuse, neglect, exploitation, or disrespect of any client runs directly counter to the goals and objectives of WBH and will not be tolerated.

Policy:

- A. As a supplier of contracted services to the Department of Human Services and the Department of Workforce Services of the State of Utah, WBH adopts and will comply with those Department's Provider Code of Conduct. (See Attachments A & E; Attachments A & E are considered an official part of this policy.)
- B. Employees are expected to perform their assigned duties for the full work period for which they are scheduled and/or compensated. They are also expected to bring to the immediate attention of their supervisor any conditions, which would prevent or interfere with the accomplishment of those duties. Failure to perform duties is unacceptable personal conduct and constitutes non-feasance-in-office. Non-feasance-in-office is omission or failure to do what is expected as outlined in the employee's job description and pertinent to all applicable laws, policies, rules, and procedures. Non-feasance-in-office will result in disciplinary action.
- C. Employees are expected to treat clients and co-workers with respect, to abide by the personnel policies, and all other WBH policies and procedures.
- D. Employees of WBH shall not abuse, neglect, or exploit any client.
- E. Employees shall not be prohibited from advising or advocating on behalf of the client for the following:
 - i. The client's health status, medical care, or treatment options—including any alternative treatments that may be self-administered.
 - ii. Any information the client needs in order to decide among all relevant treatment options.

- iii. The risks, benefits, and consequences of treatment or nontreatment.
 - iv. The client's right to participate in decisions regarding his or her health care, including the right to refuse treatment and to express preferences about future treatment decisions.
- F. Any employee of WBH who has reason to believe that any client has been subject to abuse, neglect, or exploitation shall immediately notify their supervisor or Division Director. Any employee of WBH who willfully fails to report the abuse, neglect, or exploitation of any client is guilty of a Class B misdemeanor and will be subject to administrative action as well as a possible legal action.
- G. WBH is a "Drug-Free Workplace" employer and prohibits the possession, use, and distribution of illegal drugs in the workplace. All WBH employees shall comply with the Drug-Free Workplace policy (HR 3.20). Any employee found to be in violation of this policy will be subject to appropriate disciplinary action up to and including termination.
- H. Unauthorized electronic surveillance of employees is inconsistent with the respectful treatment expected of our employees. For this reason, no employee may record, by any means, the conversation of another employee without their full knowledge and consent unless the following criteria are met; a legitimate purpose for the recording, recording device is in plain view, written authorization from the supervisor of the employee who wishes to record the conversation, and notification of all parties involved in the conversation.
- I. Compliance with the Code of Conduct policy is the responsibility of all employees; including client care staff, non-client care staff, interns, and volunteers.

Procedures:

- A. All employees are expected to comply with the Department of Human Services Provider Code of Conduct in its entirety. (See Attachment A)
- B. General Guidelines
- 1. Employees may be disciplined for conduct which violates WBH rules, policies, procedures, or the professional code of ethics/conduct espoused by that employee's profession; or when such conduct adversely affects the efficiency, harmony, or good order of WBH; or when the employee's conduct could reasonably cause the public to lose confidence in WBH. Employees will also be disciplined for conduct that violates federal or state statutes, rules, or procedures.
 - 2. Although the following list is not all inclusive, employees found to have committed any of the following offenses are subject to severe discipline up to and including immediate termination:
 - a. Insubordination; refusal to comply with lawful and reasonable instructions from a supervisor or WBH administrator, unless such

instruction is injurious to the employee, a client, or the health and safety of the public.

- b. Commission of a felony or certain misdemeanors while an employee of WBH. Failure to report within 24 hours any criminal charge(s) (felonies, misdemeanors, or traffic violations in a center vehicle) that occurs while the employee is on duty. The outcome of any criminal charge must be provided to WBH within 24 hours of final disposition.
 - c. Perpetrating or threatening violence in the workplace, such as assaulting an employee, client, or other person, illegal possession of a weapon, threats of physical violence, or the destruction of property. Using abusive, profane or threatening language toward any employee or client.
 - d. Engaging in sexual misconduct with a client or co-worker, as defined in the Provider Code of Conduct or WBH policies.
 - e. The use, sale, transfer or possession of alcohol, drugs or controlled substances while on the job or on company property. Reporting to work under the influence of alcohol, drugs or controlled substances.
 - f. Inducing or attempting to induce any employee or client to commit an unlawful act.
 - g. Theft of WBH, another employee's, or a client's property.
 - h. Falsification of any WBH document or record. These documents would include, but are not limited to, applications, personnel records, patient charts, incident reports, insurance forms, workers compensation reports, accounting records, time sheets, or payroll records, etc.
 - i. Failure to comply with privacy and security policies, procedures and practices; violation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, any unauthorized use and/or disclosure of Protected Health Information (PHI).
 - j. Employees are expected to make prudent use of WBH funds, buildings, equipment, and supplies. Unauthorized use or misuse of WBH funds will be grounds for immediate termination.
 - k. Verbally giving information known to be false or misleading.
 - l. Failure to report an accident, incident or vehicle accident within 24 hours as required by Administrative Policy A – 1.09 Accident / Incident reporting.
3. Employees are expected to be respectful, courteous, and civil with clients, the public, and co-workers.
- a. Disruptive conduct while on duty or on company property
 - b. Openly making or publishing false malicious statements concerning WBH, any employee, or client.

- c. Unprofessional or rude conduct toward any client, employee or the public.
- 4. Employees shall not engage in behavior, which may endanger staff or clients.

Right to Change and/or Terminate Policy:

Reasonable efforts will be made to keep employees informed of any changes in the policy; however, WBH reserves the right, in its sole discretion, to amend, replace, and/or terminate this policy at any time.

ATTACHMENT A

DEPARTMENT OF HUMAN SERVICES PROVIDER CODE OF CONDUCT

Revised April 20, 2011

R495-876-1. Authority.

The Department of Human Services promulgates this rule pursuant to the rulemaking authority granted in Section 62A-1-111.

R495-876-2. Statement of Purpose.

- (1) The Department of Human Services ("DHS") adopts this Code of Conduct to:
 - (a) Protect its clients from abuse, neglect, maltreatment and exploitation; and
 - (b) Clarify the expectation of conduct for DHS Providers and their employees and volunteers who interact in any way with DHS clients, DHS staff and the public.
- (2) The Provider shall distribute a copy of this Code of Conduct to each employee and volunteer, regardless of whether the employees or volunteers provide direct care to clients, indirect care, administrative services or support services. The Provider shall require each employee and volunteer to read the Code of Conduct and sign a copy of the attached "Certification of Understanding" before having any contact with DHS clients. The Provider shall file a copy of the signed Certificate of Understanding in each employee and volunteer's personnel file. The Provider shall also maintain a written policy that adequately addresses the appropriate treatment of clients and that prohibits the abuse, neglect, maltreatment or exploitation of clients. This policy shall also require the Provider's employees and volunteers to deal with DHS staff and the public with courtesy and professionalism.
- (3) This Code of Conduct supplements various statutes, policies and rules that govern the delivery of services to DHS clients. The Providers and the DHS Divisions or Offices may not adopt or enforce policies that are less-stringent than this Code of Conduct unless those policies have first been approved in writing by the Office of Licensing and the Executive Director of the Utah Department of Human Services. Nothing in this Code of Conduct shall be interpreted to mean that clients are not accountable for their own misbehavior or inappropriate behavior, or that Providers are restricted from imposing appropriate sanctions for such behavior.

R495-876-3. Abuse, Neglect, Exploitation, and Maltreatment Prohibited.

Providers shall not abuse, neglect, exploit or maltreat clients in any way, whether through acts or omissions or by encouraging others to act or by failing to deter others from acting.

R495-876-4. General Definitions.

- (1) "Client" means anyone who receives services from DHS or from a Provider pursuant to an agreement with DHS or funding from DHS.
- (2) "DHS" means the Utah Department of Human Services or any of its divisions, offices or agencies.
- (3) "Domestic-violence-related child abuse" means any domestic violence or a violent physical or verbal interaction between cohabitants in the physical presence of a child or having knowledge that a child is present and may see or hear an act of domestic violence.
- (4) "Emotional maltreatment" means conduct that subjects the client to psychologically destructive behavior, and includes conduct such as making demeaning comments, threatening harm, terrorizing the client or engaging in a systematic process of alienating the client.
- (5) "Provider" means any individual or business entity that contracts with DHS or with a DHS contractor to provide services to DHS clients. The term "Provider" also includes licensed or certified individuals who provide services to DHS clients under the supervision or direction of a Provider. Where this Code of Conduct states (as in Sections III-VII) that the "Provider" shall comply with certain requirements and not engage in various forms of abuse, neglect, exploitation or maltreatment, the term "Provider" also refers to the Provider's employees,

volunteers and subcontractors, and others who act on the Provider's behalf or under the Provider's control or supervision.

(6) "Restraint" means the use of physical force or a mechanical device to restrict an individual's freedom of movement or an individual's normal access to his or her body. "Restraint" also includes the use of a drug that is not standard treatment for the individual and that is used to control the individual's behavior or to restrict the individual's freedom of movement.

(7) "Seclusion" means the involuntary confinement of the individual in a room or an area where the individual is physically prevented from leaving.

(8) "Written agency policy" means written policy established by the Provider. If a written agency policy contains provisions that are more lenient than the provisions of this Code of Conduct, those provisions must be approved in writing by the DHS Executive Director and the Office of Licensing.

R495-876-5. Definitions of Prohibited Abuse, Neglect, Exploitation, and Maltreatment.

(1) "Abuse" includes, but is not limited to:

- (a) Harm or threatened harm, to the physical or emotional health and welfare of a client.
- (b) Unlawful confinement.
- (c) Deprivation of life-sustaining treatment.
- (d) Physical injury, such as contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.
- (e) Any type of unlawful hitting or corporal punishment.
- (f) Domestic-violence-related child abuse.
- (g) Any Sexual abuse and sexual exploitation including but not be limited to:
 - (i) Engaging in sexual intercourse with any client.
 - (ii) Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
 - (iii) Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
 - (iv) Engaging a client as an observer or participation in sexual acts.
 - (v) Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.

(vi) Committing or attempting to commit acts of sodomy or molestation with a client.

(2) "Neglect" includes but is not limited to:

- (a) Denial of sufficient nutrition.
- (b) Denial of sufficient sleep.
- (c) Denial of sufficient clothing, or bedding.
- (d) Failure to provide adequate client supervision; including situations where the Provider's employee or volunteer is a sleep or ill on the job, or is impaired due to the use of alcohol or drugs.
- (e) Failure to provide care and treatment as prescribed by the client's services, program or treatment plan, including the failure to arrange for medical or dental care or treatment as prescribed or as instructed by the client's physician or dentist, unless the client or the Provider obtains a second opinion from another physician or dentist, indicating that the originally-prescribed medical or dental care or treatment is unnecessary.
- (f) Denial of sufficient shelter, where shelter is part of the services the Provider is responsible for providing to the client.
- (g) Educational neglect (i.e. willful failure or refusal to make a good faith effort to ensure that a

child in the Provider's care or custody receives an appropriate education).

(3) "Exploitation" will includes but is not limited to:

(a) Using a client's property without the client's consent or using a client's property in a way that is contrary to the client's best interests, such as expending a client's funds for the benefit of another.

(b) Making unjust or improper use of clients or their resources.

(c) Accepting gifts in exchange for preferential treatment of a client or in exchange for services that the Provider is already obliged to provide to the client.

(d) Using the labor of a client for personal gain.

(e) Using the labor of a client without paying the client a fair wage or without providing the client with just or equivalent non-monetary compensation, except where such use is consistent with standard therapeutic practices and is

authorized by DHS policy or the Provider's contract with DHS.

(i) Examples:

(A) It is not "exploitation" for a foster parent to assign an extra chore to a foster child who has broken a household rule, because the extra chore is reasonable discipline and teaches the child to obey the household rules.

(B) It is not "exploitation" to require clients to help serve a meal at a senior center where they receive free meals and are encouraged to socialize with other clients. The meal is a non-monetary compensation, and the interaction with other clients may serve the clients' therapeutic needs.

(C) It is usually "exploitation" to require a client to provide extensive janitorial or household services without pay, unless the services are actually an integral part of the therapeutic program, such as in "clubhouse" type programs that have been approved by DHS.

(4) "Maltreatment" includes but is not limited to:

(a) Physical exercises, such as running laps or performing pushups, except where such exercises are consistent with an individual's service plan and written agency policy and with the individual's health and abilities.

(b) Any form of Restraint or Seclusion used by the Provider for reasons of convenience or to coerce, discipline or retaliate against a client. The Provider may use a Restraint or Seclusion only in emergency situations where such use is necessary to ensure the safety of the client or others and where less restrictive interventions would be ineffective, and only if the use is authorized by the client's service plan and administered by trained authorized personnel. Any use of Restraint or Seclusion must end immediately once the emergency safety situation is resolved. The Provider shall comply with all applicable laws about Restraints or Seclusions, including all federal and state statutes, regulations, rules and policies.

(c) Assignment of unduly physically strenuous or harsh work.

(d) Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements as a means of punishment.

(e) Group punishments for misbehaviors of individuals.

(f) Emotional maltreatment, bullying, teasing, provoking or otherwise verbally or physically intimidating or agitating a client.

(g) Denial of any essential program service solely for disciplinary purposes.

(h) Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes.

(i) Requiring the individual to remain silent for long periods of time for the purpose of punishment.

(j) Extensive withholding of emotional response or stimulation.

(k) Denying a current client from entering the client's residence, where such denial is for disciplinary or retaliatory purposes or for any purpose unrelated to the safety of clients or others.

R495-876-6. Provider's Compliance with Conduct Requirements Imposed by Law, Contract or Other Policies.

In addition to complying with this Code of Conduct, the Provider shall comply with all applicable laws (such as statutes, rules and court decisions) and all policies adopted by the DHS Office of Licensing, by the DHS Divisions or Offices whose clients the Provider serves, and by other state and federal agencies that regulate or oversee the Provider's programs. Where the Office of Licensing or another DHS entity has adopted a policy that is more specific or restrictive than this Code of Conduct, that policy shall control. If a statute, rule or policy defines abuse, neglect, exploitation or maltreatment as including conduct that is not expressly included in this Code of Conduct, such conduct shall also constitute a violation of this Code of Conduct. See, e.g., Title 62A, Chapter 3 of the Utah Code (definition of adult abuse) and Title 78A, Chapter 6 and Title 76, Chapter 5 of the Utah Code (definitions of child abuse).

R495-876-7. The Provider's Interactions with DHS Personnel and the Public.

In carrying out all DHS-related business, the Provider shall conduct itself with professionalism and shall treat DHS personnel, the members of the Provider's staff and members of the public courteously and fairly. The Provider shall not engage in criminal conduct or in any fraud or other financial misconduct.

R495-876-8. Sanctions for Non-compliance.

If a Provider or its employee or volunteer fail to comply with this Code of Conduct, DHS may impose appropriate sanctions (such as corrective action, probation, suspension, disbarment from State contracts, and termination of the Provider's license or certification) and may avail itself of all legal and equitable remedies (such as money damages and termination of the Provider's contract). In imposing such sanctions and remedies, DHS shall comply with the Utah Administrative Procedures Act and applicable DHS rules. In appropriate circumstances, DHS shall also report the Provider's misconduct to law enforcement and to the Provider's clients and their families or legal representatives (e.g., a legal guardian). In all cases, DHS shall also report the Provider's misconduct to the licensing authorities, including the DHS Office of Licensing.

R495-876-9. Providers' Duty to Help DHS Protect Clients.

(1) Duty to Protect Clients' Health and Safety. If the Provider becomes aware that a client has been subjected to any abuse, neglect, exploitation or maltreatment, the Provider's first duty is to protect the client's health and safety.

(2) Duty to Report Problems and Cooperate with Investigations. Providers shall document and report any abuse, neglect, exploitation or maltreatment and exploitation as outlined in this Code of Conduct, and they shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies.

(a) Except as provided in subsection(b) below, Providers shall immediately report abuse, neglect, exploitation or maltreatment by contacting the local Regional Office of the appropriate DHS Division or Office. During weekends and on holidays, Providers shall make such reports to the on-call worker of that Regional Office.

(i) Providers shall report any abuse or neglect of disabled or elder adults to the Adult Protective Services intake office of the Division of Aging and Adult Services.

(ii) The Provider shall make all reports and documentation about abuse, neglect, exploitation, and maltreatment available to appropriate DHS personnel and law enforcement upon request.

(b) Providers shall document any client injury (explained or unexplained) that occurs on the Providers' premises or while the client is under the Provider's care and supervision, and the Provider shall report any such injury to supervisory personnel immediately. Providers shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies. If the client's injury is extremely minimal, the Provider has 12 hours to report the injury. The term "extremely minimal" refers to injuries that obviously do not require medical attention (beyond washing a minor wound and applying a band-aid, for example) and which cannot

reasonably be expected to benefit from advice or consultation from the supervisory personnel or medical practitioners.

(i) Example: If a foster child falls off a swing and skins her knee slightly, the foster parent shall document the injury and report to the foster care worker within 12 hours.

(ii) Example: If a foster child falls off a swing and sprains or twists her ankle, the foster parent shall document the injury and report it immediately to supervisory personnel because the supervisor may want the child's ankle X-rayed or examined by a physician.

(3) Duty to Report Fatalities and Cooperate in Investigations and Fatality Reviews. If a DHS client dies while receiving services from the Provider, the Provider shall notify the supervising DHS Division or Office immediately and shall cooperate with any investigation into the client's death. In addition, some Providers are subject to the Department of Human Services' Fatality Review Policy. (See the "Eligibility" section of DHS Policy No. 05-02 for a description of the entities subject to the fatality review requirements. A copy of the policy is available at the DHS web site at: <http://www.hspolicy.utah.gov>) If the Provider is subject to the Fatality Review Policy, it shall comply with that policy (including all reporting requirements) and the Provider shall cooperate fully with any fatality reviews and investigations concerning a client death.

(4) Duty to Display DHS Poster. The Provider shall prominently display in each facility a DHS poster that notifies employees of their responsibilities to report violations of this Provider Code of Conduct, and that gives phone numbers for the Regional Office or Intake Office of the relevant DHS Division(s). Notwithstanding the foregoing, if the Provider provides its services in a private home and if the Provider has fewer than three employees or volunteers, the Provider shall maintain this information in a readily-accessible place but it need not actually display the DHS poster. DHS shall annually provide the Provider with a copy of the current DHS poster or it shall make the poster available on the DHS web site:

http://www.hspolicy.utah.gov/pdf/poster_provider_code_of_conduct.pdf.

WASATCH BEHAVIORAL HEALTH SPECIAL SERVICE DISTRICT

Electronic & Telephone Communications – HR - 1.20

Purpose:

To inform Wasatch Behavioral Health Special Service District (WBH) staff of the responsibility and liability associated with WBH-owned electronic communications systems, including e-mail, voicemail, telephone and Internet access, etc. WBH-owned electronic communications systems are intended to assist employees in making communication efficient and effective. Every staff member has a responsibility to maintain and enhance WBH's public image and to use e-mail, voicemail, and Internet access in an appropriate and productive manner.

Definitions:

- A. **Private Secured WiFi (Broadcasting as wireless access point WBH)**
Private secured WiFi network only accessible by Wasatch Behavioral Health employees.
- B. **Public WiFi (Broadcasting as wireless access point WBH-Public)**
Public WiFi network accessible to anyone who has the password.

Policy:

- A. E-mail, voicemail, telephone, Internet access, and other electronic communications systems, which are the property of WBH, are intended by WBH to be used for official agency business, although incidental personal use is allowed (see section "Clarification of Incidental Personal Use").
- B. Employees using WBH's electronic communications systems, including e-mail, voicemail, telephones, the Internet, etc., expressly and voluntarily consent to WBH monitoring. The reasons for such monitoring include, but are not limited to:
 - 1. Ensuring the proper use of WBH property;
 - 2. Enhancing productivity;
 - 3. Preventing harassment or misuse; and/or
 - 4. Ensuring that confidentiality of WBH records is maintained.
- C. When speakerphones or other audio teleconference equipment are used, all parties must be informed of all others who are listening in.
- D. Employees must use telephone directories or Internet directory web sites to determine business related telephone numbers rather than fee-based directory assistance operators such as 411.
- E. Employees shall be responsible for the loss or damage to electronic communications or telephone equipment due to misuse or neglect.

Unacceptable Use of WBH-Owned Electronic & Telephone Communications Systems:

Use of the electronic communications systems for transmitting, retrieving, viewing, or storing:

- A. Any personal communications, other than incidental personal use;
- B. Any communication that is harassing, inflammatory, or annoying in nature;
- C. Any material that is pornographic or sexually offensive;
- D. Any illegal or copyrighted materials;
- E. Any message(s) that insults, degrades, or threatens sex, gender, race, color, national origin, age, religion, disability, citizenship, etc. (see Harassment policy, HR – 2.20);
- F. Any use that disrupts or distracts from the conduct of WBH's business due to volume or frequency;
- G. Any use of abusive, profane, or offensive language;
- H. Any illegal purpose or any purpose that violates WBH policy or is contrary to WBH's best interests;
- I. Any solicitation of personal business or personal gain;
- J. Any use related to secondary employment (See policy HR – 1.10 – Conflict of Interest)
- K. Any use of the "Everyone" e-mail address, except for legitimate WBH-related business/communication.
- L. Any use of personal equipment, which requires connection to WBH computers or the WBH computer network.
- M. Downloading any smartphone application (ie. TikTok) known to or suspected of compromising user data.

Violation:

Any employee found to be in violation of this policy or improper use of these systems is subject to disciplinary action in accordance with the current Personnel Management Rules, up to and including termination.

Filing Complaints:

Any employee wishing to file a complaint under this policy may do so by contacting the Human Resources Director. Any evidence of harassment or other illegal use shall be left available for review by the investigators. All investigations regarding complaints shall be performed promptly, professionally, and confidentially by the Human Resources Department.

Other Related Issues:

A. Software

To prevent malware from being transmitted through WBH's e-mail/Internet system, for licensing and registration issues, and for network configuration stability, there shall be no unauthorized downloading or installation of any unauthorized software. Unauthorized software includes, but is not limited to, any personal software, offensive

screen savers, non-certified versions of WBH software or upgrades. Any desired changes in WBH's system shall be approved through the Information Services Department. All software downloaded shall be registered to WBH. Employees shall contact the Human Resources Department if they have any questions.

B. Support

All support of WBH's hardware and software is provided by the Information Services Department. Employees are not authorized to change any configuration without approval from the Information Services Department. Third-party support is approved only through the Information Services Department. Friends of employees and other computer experts are not permitted to work on WBH equipment or software configurations.

C. Copyright

Copyrighted materials belonging to other entities may not be transmitted by employees on WBH's e-mail, voicemail, fax, or Internet systems. All employees obtaining access to other companies' or individuals' materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials, except with permission or as a single copy for reference use only. Failure to observe copyright or license agreements may result in disciplinary action, including termination.

D. Security

WBH reserves the right to routinely monitor usage patterns for its e-mail, voicemail, telephone, and Internet communications. The reasons for this monitoring are many, including cost analysis/allocation, to ensure proper use of WBH equipment, to enhance productivity, to prevent harassment or misuse, and for management of WBH's gateway to the Internet. All messages created, sent, or retrieved over WBH's e-mail, voicemail, telephone, or Internet systems is the property of WBH and is considered public information. WBH reserves the right to access and monitor all messages and files on WBH's electronic communications systems. Do not communicate, download, save, or in any other way use WBH's electronic communications systems, including e-mail, voicemail, or Internet systems, in any way you wouldn't want to have monitored

C. Personal Equipment

All personal electronic equipment, including but not limited to: laptops, mice, keyboards, USB devices, mobile devices (e.g. PDAs, MP3 players, iPods, iPads, digital cameras, etc.), wireless routers, and printers may not be attached or connected to any part of the computer network, including our private secured WiFi, or any computers within any Wasatch Behavioral Health location or building. Connecting to the public WiFi is permissible. Access to Citrix from other external locations with personal electronic equipment (e.g., home, schools, outside agencies) is permissible. Cellphones and other devices are not allowed to be connected to any work computers. Cellphones and other personal electronic devices may only be charged by plugging into a wall power outlet, not via a USB cable plugged into a computer.

CLARIFICATION OF “INCIDENTAL PERSONAL USE”:

- A. Personal use shall be infrequent and sporadic and preferably before or after working hours. Prudent use of WBH electronic communications equipment is expected.
- B. Any personal usage must conform to all of the standards, rules, practices, procedures, and laws pertaining to such usage (as defined in federal and state law and WBH policies and procedures, including this policy).

Right to Change and/or Terminate Policy:

Reasonable efforts shall be made to keep employees informed of any changes in the policy; however, WBH reserves the right, in its sole discretion, to amend, replace, and/or terminate this policy at any time.