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POLICY APPLIES TO:  
All Divisions and Departments

CLASSIFICATION SERIES:  
COMPLIANCE

SUBJECT:  
Use or Disclosure of PHI for Treatment, Payment or Health Care Operations or Pursuant to an Authorization

### **Purpose/Statement:**

The purpose of this policy is to outline the procedures of Community Health Group and Community Health Group Partnership Plan (collectively, "CHG") for Uses and Disclosures of individuals' Protected Health Information ("PHI") for purposes of Treatment, Payment and Health Care Operations ("TPO") and the procedures for obtaining an Authorization prior to making a Use or Disclosure of individuals' PHI where necessary. This policy sets forth situations which require CHG to obtain an Authorization, and identifies circumstances in which CHG is permitted to Use or Disclose PHI without obtaining an Authorization.

#### **1.0 POLICY**

1.1. CHG will ensure that its Use or Disclosure of PHI is in accordance with applicable law. Before Using or Disclosing PHI, CHG will obtain the appropriate Authorization from the individual or will make a determination that an exception to such requirement applies.

#### **2.0 AREAS INVOLVED**

2.1. All Departments.

#### **3.0 KEY DEFINITIONS**

The following are definitions of key terms used in this policy. The definitions of other capitalized terms used in this policy and not defined in this Section 3.0 can be found in the Glossary.

3.1. **"Authorization"** means the signed Authorization language permitting CHG to Use or Disclose PHI for purposes beyond the scope of Treatment, Payment or Health Care Operations.

3.2. **"Disclose"** and **"Disclosure"** means, with respect to PHI, the release of, transfer of, provision of access to, or divulging in any manner, of PHI outside of CHG's internal operations or to other than its Workforce Members.

3.3. **"Health Care Operations"** means any of the following activities of the Covered Entity to the extent that the activities are related to covered functions.

3.3.1. Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical



guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of Health Care Providers and patients with information about Treatment alternatives; and related functions that do not include Treatment;

- 3.3.2. Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, Health Plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as Health Care Providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;
- 3.3.3. Underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and coding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of § 164.514(g) are met, if applicable;
- 3.3.4. Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;
- 3.3.5. Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies;
- 3.3.6. Business management and general administrative activities of the entity, including, but not limited to: (i) Management activities relating to implementation of and compliance with the requirements of HIPAA; (ii) Customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that PHI is not disclosed to such policy holder, plan sponsor, or customer; (iii) Resolution of internal grievances; (iv) The sale, transfer, merger, or consolidation of all or part of the Covered Entity with another Covered Entity, or an entity that following such activity will become a Covered Entity and due diligence related to such activity; and (v) Consistent with the applicable requirements of § 164.514, creating de-identified health information or a Limited Data Set, and Fundraising for the benefit of the Covered Entity.



3.4. **“Marketing”** means

- (1) Except as provided in paragraph (2) of this definition, marketing means to make a communication about a product or service that encourages recipients of the communication to purchase or use the product or service.
- (2) Marketing does not include a communication made:
  - (i) To provide refill reminders or otherwise communicate about a drug or biologic that is currently being prescribed for the individual, only if any financial remuneration received by the covered entity in exchange for making the communication is reasonably related to the covered entity’s cost of making the communication.
  - (ii) For the following treatment and health care operations purposes, except where the covered entity receives financial remuneration in exchange for making the communication:
    - (A) For treatment of an individual by a health care provider, including case management or care coordination for the individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the individual;
    - (B) To describe a health- related product or service (or payment for such product or service) that is provided by, or included in a plan of benefits of, the covered entity making the communication, including communications about: the entities participating in a health care provider network or health plan network; replacement of, or enhancements to, a health plan; and health-related products or services available only to a health plan enrollee that add value to, but are not part of, a plan of benefits;
    - (C) For case management or care coordination, contacting of individuals with information about treatment alternatives, and related functions to the extent these activities do not fall within the definition of treatment.
- (3) Financial remuneration means direct or indirect payment from or on behalf of a third party whose product or service is being described. Direct or indirect payment does not include any payment for treatment of an individual.

3.5. **“Protected Health Information”** (“PHI”) means information that (i) is created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse; (ii) 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 (iii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual).



3.6. **“Payment”** means:

3.6.1. The activities undertaken by: (i) A Health Plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the health plan; or (ii) A covered Health Care Provider or Health Plan to obtain or provide reimbursement for the provision of health care; and

3.6.2. The activities in paragraph 3.6.1 of this definition relate to the individual to whom health care is provided and include, but are not limited to: (i) Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefit claims; (ii) Risk adjusting amounts due based on enrollee health status and demographic characteristics; (iii) Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing; (iv) Review of health care services with respect to medical necessity, coverage under a Health Plan, appropriateness of care, or justification of charges; (v) Utilization review activities, including precertification and preauthorization of services, concurrent and retrospective review of services; and (vi) Disclosure to consumer reporting agencies of any of the following PHI relating to collection of premiums or reimbursement: (A) Name and address; (B) Date of birth; (C) Social security number; (D) Payment history; (E) Account number; and (F) Name and address of the Health Care Provider and/or Health Plan.

3.7. **“Treatment”** means the provision, coordination, or management of health care and related services by one or more Health Care Providers, including the coordination or management of health care by a Health Care Provider with a third party; consultation between Health Care Providers relating to a patient; or the referral of a patient for health care from one Health Care Provider to another.

3.8. **“TPO”** means Treatment, Payment and Health Care Operations.

3.9. **“Use”** or **“Uses”** means, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such information within CHG’s internal operations.

4.0 **PROCEDURE**

4.1. **USE AND DISCLOSURE OF PHI FOR TPO**

4.1.1. CHG may Use or Disclose PHI for purposes of TPO without obtaining individuals’ prior Authorization as provided in this policy.



4.1.1.1 Those Workforce Members of CHG who Use or Disclose PHI must, for each such Use or Disclosure, evaluate whether the Use or Disclosure is for any of the following purposes:

- (a) For CHG's own Treatment, Payment or Health Care Operations;
- (b) For the Treatment activities of a Health Care Provider;
- (c) For the Payment activities of another Covered Entity or a Health Care Provider who will receive the PHI;
- (d) For the Health Care Operations of another Covered Entity if that Covered Entity has or had a relationship with the individual whose PHI it is requesting, the PHI pertains to that relationship and the Disclosure is for:
  - i) Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing Health Care costs, protocol development, case management and care coordination, contacting of Health Care Providers and patients with information about Treatment alternatives; and related functions that do not include Treatment;
  - ii) Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, Health Plan performance, conducting training programs in which students, trainees, or practitioners in areas of Health Care learn under supervision to practice or improve their skills as Health Care Providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities; or
  - iii) For purposes of health care fraud and abuse detection or compliance.

4.1.1.2 If the Use or Disclosure is for one of the above purposes, then CHG's personnel may make the Use or Disclosure without obtaining the individual's Authorization.

4.1.1.3 There are stricter requirements for use and disclosure of some types of PHI, for example, drug and alcohol abuse patient information, HIV tests, mental health information, and genetic testing information, than for general medical information. However there are still circumstances in which these types of information may be used or disclosed without authorization. Please consult legal counsel prior to disclosing these types of records.



- 4.1.1.4 In the event that a member of CHG's Workforce has questions as to whether a proposed Use or Disclosure fits within those described in Section 4.1.1.1, such Workforce Member shall contact the Member Services, which is responsible for resolving such questions, with the assistance of legal counsel, as necessary.

## 4.2. AUTHORIZATION

- 4.2.1. For purposes other than TPO, CHG must obtain an individual's Authorization (See Form 1: Authorization), unless an exception under HIPAA applies. All requests for Uses and Disclosures of PHI for purposes other than TPO must be forwarded to Member Services. Member Services shall be responsible for determining whether an Authorization is required, and if yes, for providing the individual with the Authorization form. In obtaining and implementing an Authorization, Member Services shall comply with the following:
- 4.2.1.1 An Authorization form may not be combined with any other document to create a compound authorization, except as permitted by 45 C.F.R. § 164.508(b)(3) for certain research-related uses.
- 4.2.1.2 Copies of all signed Authorizations shall be placed in individuals' member files. Copies shall also be forwarded to Member Services for processing. In the event that Member Services determines that CHG has received another Authorization or written legal permission from the individual, CHG will only disclose such PHI in accordance with the more restrictive Authorization or other written legal permission from the individual.
- 4.2.1.3 Member Services shall attempt to resolve a conflict between Authorizations or other written legal permission from the individual by obtaining a new Authorization from the individual.
- 4.2.2. Member Services shall be responsible for explaining the Authorization language to the individual or personal representative and for obtaining signatures on Authorization Forms. Member Services shall seek assistance from the Privacy Officer, as necessary, to explain the Authorization language and process to the individual or personal representative. Member Services shall be responsible for providing the individual with a copy of the signed Authorization Form.
- 4.2.2.1 CHG shall not condition the individual's Treatment upon obtaining an Authorization.



4.2.3. The following are some examples of situations in which CHG might need to obtain an Authorization:

4.2.3.1 Certain Uses and Disclosures for Marketing and Fundraising purposes (with exceptions);

4.2.3.2 Uses and Disclosures for employment determination purposes.

4.2.4. An individual may revoke his or her Authorization in writing. A revocation is valid except to the extent CHG has taken action in reliance on such Authorization.

4.2.5. All requests for revocation shall be immediately hand-delivered to Member Services. Member Services is responsible for taking the following actions:

(a) Including the revocation document in the individual's records;

(b) Determining the Uses or Disclosures that CHG may continue to make of the individual's PHI based on CHG's reliance on the original signed Authorization language;

(c) Documenting that determination; and

(d) Taking all necessary steps to ensure that future Uses or Disclosures of the individual's PHI are limited to those described in the determination.

4.2.6. An Authorization will not be considered valid and may not be relied upon if:

i) The expiration date has passed or CHG knows that the expiration event described in the Authorization has occurred.

ii) All information in the Authorization Form is not provided.

iii) CHG received written revocation of the Authorization.

iv) CHG knows that important information in the Authorization is false.

v) The Authorization is inappropriately combined with another document or inappropriately conditions treatment on signing the Authorization.

4.2.7. Capacity to Authorize

4.2.7.1 CHG requires a written, signed, current, valid authorization to release health plan information as follows:

4.2.7.1.1 Adult member – required signature of the member or a duly authorized representative, such as a court-appointed



guardian or attorney. Proof of authorized representation is required (such as notarized power of attorney).

4.2.7.1.2 Deceased member –required signature of the next of kin as stated on admission face sheet (state relationship on authorization) or executor/administrator of estate.

4.2.7.1.3 Non-emancipated minor – required signature of parent, next of kin, or legally appointed guardian attorney (proof of relationship required).

4.2.7.1.4 Emancipated minor – required signature of the member or a duly authorized representative, such as a court-appointed guardian or attorney. Proof of authorized representation is required (such as notarized power of attorney).

4.2.8. The Member Services Department will not honor a member's authorization when they have a reasonable doubt or question as to the following information:

4.2.8.1 Identity of the person presenting the authorization;

4.2.8.2 Status of the individual as duly appointed representative of a minor, deceased, or incompetent person;

4.2.8.3 Legal age or status as emancipated minor;

4.2.8.4 Member capacity to understand the meaning of the authorization;

4.2.8.5 Authenticity of the member's signature; or

4.2.8.6 Current validity of the authorization.

#### 4.3. **USE OR DISCLOSURES WHEN AUTHORIZATION IS NOT REQUIRED**

4.3.1. CHG may Use or Disclose PHI without an Authorization for the following purposes provided the individual is informed in advance of the Use or Disclosure and has the opportunity to agree, to prohibit or restrict the Use or Disclosure (See Policy on Uses and Disclosures of PHI Requiring an Opportunity to Agree or Object for guidance): To those involved in an individual's care and for notification purposes.

4.3.2. CHG may Use or Disclose PHI without an Authorization for the following purposes (See Policy on Uses and Disclosures of PHI for which Authorization and Opportunity to Agree or Object is not Required for guidance):

4.3.2.1 As required by law;



- 4.3.2.2 For public health activities;
- 4.3.2.3 To a government authority regarding victims of abuse, neglect, or domestic violence;
- 4.3.2.4 For health oversight activities;
- 4.3.2.5 For judicial and administrative proceedings;
- 4.3.2.6 For law enforcement purposes;
- 4.3.2.7 For specified purposes regarding decedents;
- 4.3.2.8 For organ donation and transplantation;
- 4.3.2.9 For certain research purposes;
- 4.3.2.10 To avert a serious threat to health or safety;
- 4.3.2.11 For specialized government functions (such as for intelligence and national security activities); and
- 4.3.2.12 To comply with workers' compensation laws.

#### 4.4. CHG RESPONSE TO REQUESTS

- 4.4.1. Preparation of Response – Unless the request specifies the release of the complete health plan record, the Member Services Department shall release only selected portions of the record. The department shall prepare an appropriate cover letter detailing the items included.
- 4.4.2. Prohibition of Re-disclosure – Unless a law or regulation requires a more specific prohibition on re-disclosure, each disclosure outside CHG will contain the following notice:
  - 4.4.2.1 “The attached health plan information pertaining to **[insert name of member]** is confidential and legally privileged. CHG has provided it to **[insert name of recipient]** as authorized by the member. The recipient may not further disclose the information without the express consent of the member or as authorized by law.”
- 4.4.3. Use of Copying Service – To facilitate the timely processing of release of information requests, CHG may use the services of a commercial copying service on terms that protect the integrity and confidentiality of member information.

#### 4.5. CHG TIME FRAMES FOR PROCESSING REQUESTS



4.5.1. The Member Services Department shall adhere to the following time frames when processing requests for release of information:

4.5.1.1 Emergency requests involving immediate emergency care of member – immediate processing

4.5.1.2 Priority requests pertaining to current care of member – within 1 workday.

4.5.1.3 Member requests for access to own record – within 3 workdays

4.5.1.4 Subpoenas and depositions: – as required

4.5.1.5 All other requests – within 5 workdays.

**4.6. COURTESY NOTIFICATION TO PRACTITIONERS**

4.6.1. The Member Services Department shall notify the appropriate CHG staff when any of the following occurs:

4.6.1.1 Member or his or her representative request information from the health plan record;

4.6.1.2 Member or representative requests direct access to the complete health plan record;

4.6.1.3 Member or representative institutes legal action.

**4.7. MONITORING PROCESS**

4.7.1. The Member Services Department will maintain a log to track the step-by-step process towards completion of each request for release of information. Member Services Department personnel will review and update this log daily to give proper priority to requests and to provide early intervention in problem situations. The log shall contain the following information:

4.7.1.1 Date department received the request;

4.7.1.2 Name of member;

4.7.1.3 Name and status (member, parent, guardian) of person making the request;

4.7.1.4 Information released;

4.7.1.5 Date released;

4.7.1.6 Fees charged.



#### 4.8. FEE SCHEDULE

- 4.8.1. CHG may charge a reasonable, cost-based fee to offset the costs associated with specific categories of requests, as permitted by California law. For records requested by CHG patients or their legal representatives, CHG may charge 25 cents per page and 50 cents per page for copies of microfilm, which is the amount permitted by California law.
- 4.8.2. The Chief of Operations may waive fees for good reason, and shall note the reason for the waiver in the release of information tracking log addressed in Section 4.7.1.

#### 4.9. QUALITY CONTROL

- 4.9.1. The Compliance Officer, or designee, shall carry out a routine audit of the release of information at least quarterly for the first year, and then thereafter, paying particular attention to the following:
  - 4.9.1.1 Validity of authorization;
  - 4.9.1.2 Appropriateness of information abstracted in response to the request;
  - 4.9.1.3 Retention of authorization, request, and transmitting cover letter;
  - 4.9.1.4 Procedures for telephone, electronic, and in-person requests;
  - 4.9.1.5 Compliance with designated priorities and time frames;
  - 4.9.1.6 Proper processing of fees; and
  - 4.9.1.7 Maintenance of confidentiality.
- 4.9.2. The Compliance Officer shall give periodic in service training to all employees involved in the release of information process.
- 4.9.3. The Compliance Committee shall review this policy and associated procedures and at its discretion legal counsel at least annually.

#### 4.10. ENFORCEMENT

- 4.10.1. All supervisors are responsible for enforcing this policy. Employees who violate this policy are subject to discipline up to and including termination from employment in accordance with CHG's Sanction Policy.



**4.11. DOCUMENTATION RETENTION**

4.11.1. All documents required to be created or completed by this policy shall be maintained as specified in this policy.

**4.12. CONTACT FOR QUESTIONS**

4.12.1. If a Workforce Member has any questions or is uncertain about the correct procedures for the Use or Disclosure of PHI pursuant to an Authorization, such Workforce Member should contact the Compliance Officer.

Access Privileges:  All  \_\_\_\_\_

Regulatory: 45 C.F.R. § 164.506. Cal. Civ. Code § 56.10.

NCQA:

Attachments: None

Policy Status:  Signed (Signature on File)  Active Draft  Policy in Development

Approved By: Signature: \_\_\_\_\_

Department Head: \_\_\_\_\_ Chief Compliance & Regulatory Affairs Officer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Division Chief: \_\_\_\_\_ Chief Executive Officer

Date: \_\_\_\_\_

**AUTHORIZATION FORM  
FOR USE AND DISCLOSURE OF HEALTH INFORMATION<sup>1</sup>**

Community Health Group or Community Health Group Partnership Plan (collectively, CHG) is requesting your authorization to use or disclose your health information. The following is information about the health information at issue, to whom it will be disclosed, how we will otherwise use or disclose your health information if you sign this form and your rights with regard to this Authorization. The last page of this form is the signature page that we request you sign to provide us your authorization to use and disclose your health information as described in this form.

**1. Specific description of the health information:**

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**2. Persons/classes of persons who are authorized to use, or make the requested use or disclosure:**

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**3. Persons/classes of persons/organizations authorized to receive the health information:**

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**4. Description of each purpose of the requested use or disclosure:**

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**5. Expiration Date/Event:** This Authorization will expire on:

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<sup>1</sup> Note that California law requires this Authorization to be in typeface of at least fourteen point.

6. **Right to Revoke:** I understand that I have the right to revoke this Authorization in writing at any time subject to the exceptions stated below. To revoke this Authorization, I understand that I must make my request in writing and clearly state that I am revoking this specific Authorization. In addition, I must sign my request and then mail or deliver my request to:

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**Exceptions To Right of Revocation:** I understand that my written revocation will not affect the ability of CHG to continue to use or disclose my health information to the extent that it has already acted in reliance on this Authorization. For example, CHG cannot rescind disclosures it has already made, and may use my health information as necessary to bill and collect for services rendered.

7. **Prohibitions on Conditions:** I understand that my ability to receive treatment is not conditioned on my signing this Authorization.
8. **This Authorization is binding:** The statements made in this Authorization are binding, controlling and I understand that they take precedence over statements made in CHG's Notice of Privacy Practices.

[Signature Page on Next Page]

**AUTHORIZATION SIGNATURE PAGE**

**Authorization Approval:**

**I hereby authorize the use or disclosure of the health information described in this Authorization.** I understand that my health information may not be protected by federal privacy laws and may be subject to redisclosure by the recipient person or organization, unless such redisclosure is otherwise prohibited by State law.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**Basis for legal authority to sign this Authorization by a personal representative:**

\_\_\_\_\_  
(parent, guardian, etc.)

**Acknowledgement:**

I acknowledge receiving a signed copy of this Authorization.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT A

### **Implementation Notes for General Authorization<sup>2</sup>**

- 1. Implementation Note for Paragraph 1 of the attached I Authorization:** Insert a specific and meaningful description that identifies the health information to be used or disclosed. For example, “the records associated with the emergency transport that occurred on July 4, 2001.”<sup>3</sup> Only that specific health information may then be used or disclosed. The covered entity is obligated to clarify any ambiguity of what health information may be used or disclosed before using or disclosing the individual’s health information.<sup>4</sup>
- 2. Implementation Note for Paragraph 2 of the attached Authorization:** Insert with sufficient specificity the name or other specific identification of the person(s), or class of persons, authorized to use or disclose the health information. For example, “all physicians” would not constitute the appropriate reasonable specificity required.<sup>5</sup> If the health information is to be used only by the covered entity, then the answer in paragraph 2 will be the same as the answer in paragraph 3.
- 3. Implementation Note for Paragraph 3 of the attached Authorization:** Insert with sufficient specificity the name or other specific identification of the person(s), or class of persons, who may receive and use or disclose the health information. For example, “all government agencies” would not constitute the appropriate reasonable specificity required.<sup>6</sup> If the health information is to be used only by the covered entity, then the answer in paragraph 3 will be the same as the answer in paragraph 2.
- 4.** When individuals initiate an authorization for their own purposes, the purpose may be described as being at the request of the individual.
- 5. Implementation Note for Paragraph 5 of the attached Authorization:** Insert an expiration date or description of an expiration event that relates to the individual or to the purpose of the use or disclosure. The expiration date or event is subject to otherwise applicable and more stringent state law.<sup>7</sup> For example, applicable state law may permit authorizations to remain in effect for a shorter period and would take precedence over a stated longer expiration date or event.<sup>8</sup> Indeterminate expiration dates are prohibited.<sup>9</sup>

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<sup>2</sup> 45 C.F.R. § 164.508(c).

<sup>3</sup> 45 C.F.R., Parts 160 and 164, p. 82517.

<sup>4</sup> Ibid.

<sup>5</sup> Ibid.

<sup>6</sup> 45 C.F.R., Parts 160 and 164, p. 82518.

<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> 45 C.F.R., Parts 160 and 164, p. 82660.

- 6. Implementation Note for the Signature Page of the attached Model Authorization:**  
The authorizations must be in writing and signed.<sup>10</sup> Verification of the identities of individuals signing authorization forms and notarizations are not required.<sup>11</sup> Authorizations should be dated on the day they are signed.<sup>12</sup>

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<sup>10</sup> Ibid.

<sup>11</sup> Ibid.

<sup>12</sup> 45 C.F.R., Parts 160 and 164, p. 82661.