RTK 478

pennsylvania
OFFICE OF OPEN RECORDS

STANDARD RIGHT-TO-KNOW REQUEST FORM

DATE REQUESTED: August 28, 2017

REQUEST SUBMITTED BY: ☒ E-MAIL ☐ U.S. MAIL ☐ FAX ☐ IN-PERSON

REQUEST SUBMITTED TO (Agency name & address):

NAME OF REQUESTER : Melanie Socash

STREET ADDRESS: 100 North Pennsylvania Avenue

CITY/STATE/COUNTY/ZIP(Required): Wilkes-Barre, PA 18701

TELEPHONE (Optional): [redacted] **EMAIL (optional):** [redacted]

RECORDS REQUESTED: **Provide as much specific detail as possible so the agency can identify the information.*
Please use additional sheets if necessary

The existing EAP contract or the historical contract if there is no existing EAP.
Please supply electronically, if possible.

DO YOU WANT COPIES? ☒ YES ☐ NO
DO YOU WANT TO INSPECT THE RECORDS? ☐ YES ☒ NO
DO YOU WANT CERTIFIED COPIES OF RECORDS? ☐ YES ☒ NO
DO YOU WANT TO BE NOTIFIED IN ADVANCE IF THE COST EXCEEDS $100? ☒ YES ☐ NO

**** PLEASE NOTE: RETAIN A COPY OF THIS REQUEST FOR YOUR FILES ****
**** IT IS A REQUIRED DOCUMENT IF YOU WOULD NEED TO FILE AN APPEAL ****

FOR AGENCY USE ONLY

OPEN-RECORDS OFFICER: AGibb

☐ I have provided notice to appropriate third parties and given them an opportunity to object to this request

DATE RECEIVED BY THE AGENCY: 8/29/2017

AGENCY FIVE (5) BUSINESS DAY RESPONSE DUE: 9/6/2017 · 30 Day Response Due: 10/5/17

***Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in this Act, the request must be in writing. (Section 702.) Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law. (Section 703.)*

SPRINGETTSBURY TOWNSHIP

1501 Mt. Zion Road
York, Pennsylvania 17402
717-757-3521 Fax: 717-757-7856
www.springettsbury.com
email: info@springettsbury.com

Police: 717-757-3525 Fax: 717-840-1908
Police and Fire Emergencies - Dial 911
Recreation Office: 717-505-0406

Wastewater Treatment Facility
3501 North Sherman Street
717-757-3521 Fax: 717-840-0680

COAT OF ARMS OF SPRINGETT PENN
1701-1731

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Benjamin B. Marchant

September 5, 2017

Ms. Melanie Socash
AllOne Health
100 North Pennsylvania Avenue
Wilkes-Baree, PA 18701

Re: **RIGHT-TO-KNOW REQUEST – EPA Contract**

Dear Ms. Socash,

Thank you for writing to Springettsbury Township with your request:

"The existing EAP contract or the historical contract if there is no existing EAP."

The Township has reviewed its files and available records are included with this response electronically.

Please be advised that this correspondence will serve to close this record with our office as permitted by law.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Abegale Gibb
Right to Know Officer

File: Right-to-Know 478

Business Associate Agreement

Agreement between Springettsbury Township (hereafter referred to as "Covered Entity"), and WellSpan Employee Assistance Program (hereafter referred to as "Business Associate"). This agreement supersedes inconsistent provisions of existing agreements between the parties.

Recitals

Covered Entity is required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (PL 104-91) and regulations enacted by the Department of Health and Human Services at 45 CFR Parts 142 and 160-164. (The law and rules are collectively referred to as "HIPAA".)

Business Associate provides services to Covered Entity and, as a result, has access to individually identifiable health information created or received by or on behalf of the Covered Entity. (That information is hereafter described as "protected health information".)

As required by HIPAA, the parties are entering this agreement related to the use and disclosure of protected health information. This agreement is required to allow the parties to continue their existing business relationship.

1. Use and Disclosure of Protected Health Information

1.1 Access to protected health information. Business Associate shall have the right to access protected health information as necessary to enable it to perform the following services on behalf of Covered Entity: Providing WellSpan Employee Assistance Program services to assist the employer and their eligible employees and family members.

Business Associate will not seek access to protected health information except when it believes that the information is needed to enable it to perform the services described above. Business Associate will limit access to protected health information by its employees or agents to that which is necessary to enable them to perform services on behalf of Covered Entity.

1.2 Use of protected health information. Business Associate will only use the protected health information for the following purposes:

- Performance of the services to Covered Entity described in 1.1;
- As needed for the proper management and administration of the business of Business Associate;
- As required to carry out the legal responsibilities of Business Associate.

1.3 Disclosure of protected health information to third parties. Business Associate will not disclose protected health information to third parties, except as follows:

- As necessary to perform the services described in this Agreement;

2. Security of Electronic Protected Health Information

2.1 Security. Business Associate will establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of electronic protected health information. Business Associate will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information systems ("the Security Rule", published on February 20, 2003 at 68 Federal Register 8333 - 8381) as soon as practicable, but no later than April 21, 2003.

2.2 Agents and Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect that information.

2.3 Security Incidents. Business Associate will report any security incident of which it becomes aware to Covered Entity. For purposes of this agreement, a "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

3. Rights of Individuals

Business Associate recognizes that HIPAA and state law grants individuals rights related to protected health information about them. Business Associate agrees to the following provisions for the protection of those individual rights.

3.1 Procedure. Business Associate will cooperate with Covered Entity in responding to requests by individuals who wish to exercise their rights under HIPAA. Any requests made directly to Business Associate will be referred to the Privacy Officer of the Covered Entity. Covered Entity will inform Business Associate of any actions it takes that may affect Business Associate actions in response to individuals who wish to exercise their rights under HIPAA. Business Associate will follow the direction of the Covered Entity regarding the appropriate response to individual requests. Business Associate will respond in a timely manner to all requests, as required by HIPAA.

3.2 Confidential communications. Business Associate will provide confidential communications to individuals consistent with the requirements of 45 CFR 164.522.

3.3 Access to records. As directed by Covered Entity, Business Associate will give individuals access to their "designated record set" (meaning protected health information used to make decisions about individuals) in accordance with 45 CFR 164.524. Business Associate may charge a reasonable fee for copying or preparing a summary of the designated record set. The fee schedule will be subject to the approval of Covered Entity.

3.4 "Amendment" of record. As directed by Covered Entity, Business Associate will add information to the designated record set of an individual, and forward the additional information to third parties when that information could have a

upon both of our signatures below this shall be a binding Agreement to the foregoing terms and conditions of this Business Associate Agreement.

Covered Entity
SPRINGETTSBURY TOWNSHIP

By: JOHN J. HOLMAN
(Please Print Name)

Signature: _____

Title: TOWNSHIP MANAGER

Date: APRIL 6, 2004

Business Associate
WellSpan Employee Assistance Program

By: Allen Miller, Ph.D., MBA

Signature: _____

Title: Director, WellSpan Behavioral Health

Date: _____