



Policy: HH.3004
Title: **Member Request to Amend Records**
Department: Office of Compliance
Section: Privacy

CEO Approval: /s/ Michael Hunn 11/20/2024

Effective Date: 04/01/2003

Revised Date: 11/07/2024

Applicable to: ☒ Medi-Cal
☒ OneCare
☒ PACE
☐ Administrative

I. PURPOSE

This policy defines the process by which Members may request amendments to their Protected Health Information (PHI) maintained in the Designated Record Set (DRS) by CalOptima Health, or its Business Associate(s).

II. POLICY

- A. CalOptima Health shall honor a Member's right to request an amendment, or correction, to his or her PHI, if the Member feels that the information is incomplete, or inaccurate. The Member has the right to request an amendment of his or her PHI for as long as CalOptima Health, or a Business Associate, maintains such PHI in the Designated Record Set (DRS).
- B. CalOptima Health shall retain the right to approve, or deny, a Member's request for an amendment, or correction, to his or her PHI.

III. PROCEDURE

- A. The Privacy Officer or Designee shall be responsible for receiving, processing, and responding to requests for amendments to PHI.
- B. All Member requests for amendments to protected, or other, health information shall be in writing and directed to the Office of Compliance.
- C. Members shall document the reason(s) to support the amendment request.
- D. CalOptima Health shall review a request from a Member who is enrolled in a Health Network in coordination with the Member's Health Network, or Business Associate, as appropriate.
- E. As applicable, the Privacy Officer or Designee shall refer the request to a designated health care professional, or the department responsible for maintaining the DRS in question, on a case-by-case basis.
- F. CalOptima Health may deny a Member's request to amend PHI that:

1. Is not created by CalOptima Health, unless the originator is no longer available to act on the request;
 2. Is not part of the Member's DRS;
 3. Is not accessible to the Member due to federal or state exemption laws; or
 4. Is accurate and complete.
- G. The Privacy Officer or Designee shall inform the Member, in writing, no later than sixty (60) calendar days after receipt of the request if the amendment is approved.
1. If CalOptima Health is unable to act on the amendment within the time specified in Section III.G. of this policy, CalOptima Health may extend the allotted period for action by no more than thirty (30) calendar days.
 2. CalOptima Health may only have one (1) such extension of time for action on a request to amend Member PHI as set forth under Title 45, Code of Federal Regulations, Section 164.526(b)(2)(ii)(B).
- H. If CalOptima Health extends the period for action, the Privacy Officer or Designee shall, within thirty (30) calendar days after receipt of the request, provide the Member with a written statement of the reasons for the delay, and the date by which CalOptima Health shall complete the action on the request.
- I. If CalOptima Health approves the request for amendment, the Privacy Officer, or Designee, shall:
1. Make the appropriate amendment or arrange to have the appropriate department make the amendment;
 2. Inform the Member in a timely manner, as specified in Section III.G. of this Policy, that the amendment has been approved, and obtain the Member's identification and agreement to have CalOptima Health notify the relevant person(s) with which the amendment needs to be shared; and
 3. Within a reasonable timeframe, make reasonable efforts to provide the amendment to:
 - a. Persons identified by the Member as having received PHI about the Member and needing the amendment; and
 - b. Persons, including Business Associates, that CalOptima Health knows to have the PHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on the information to the detriment of the Member, using the Notification of Amendment to Protected Health Information Form.
- J. Amendment Request is Denied
1. CalOptima Health shall permit the Member to submit a written statement disagreeing with the denial of all, or part, of a requested amendment and the basis of such disagreement. If CalOptima Health denies the request for amendment, the Privacy Officer, or Designee, shall provide the Member with a timely written denial, in accordance with Section III.G. of this Policy, letter that contains:

- a. The basis for the denial;
 - b. Information on a Member's right to submit a written statement of disagreement with the denial, and how the Member may file such a statement;
 - c. A description of how the Member may file a Complaint with CalOptima Health, in accordance with CalOptima Health Policies HH.1102: Member Grievance, HH.1103: Health Network Member Grievance and Appeal Process, MA.9002: Enrollee Grievance Process, and PA.7001: Grievance Process.
 - d. A description of how the Member may file a Complaint to the Secretary of Health and Human Services; and
 - e. The following statement: "If we denied your request to change your Protected Health Information (PHI), in whole or in part, you may submit a "Statement of Disagreement." If you do not submit a "Statement of Disagreement," you may ask us to include your change request and our denial along with all future disclosures of the information that you wanted changed."
2. If the Member provides a statement of disagreement, CalOptima Health may prepare a written rebuttal to the Member's statement of disagreement.
 3. CalOptima Health shall provide the Member with a copy of the rebuttal.
 4. CalOptima Health shall append or otherwise link the following to the DRS, or the PHI that is the subject of the disputed amendment:
 - a. The Member's request for amendment;
 - b. The denial of the request;
 - c. The Member's statement of disagreement, if any; and
 - d. CalOptima Health's rebuttal, if any.
 5. Any subsequent Disclosures of the PHI to which a Member's written disagreement relates shall include the following:
 - a. The appended material as described in Section III.J.4.; or
 - b. An accurate summary of any such information.
 6. CalOptima Health may transmit subsequent Disclosures separately from a standard transaction if the standard transaction does not allow the transmission of the amendment information.
 7. If the Member has not submitted a written statement of disagreement, CalOptima Health shall include the Member's request for amendment and CalOptima Health's denial, or an accurate summary of such information, with any subsequent Disclosure of the PHI only if the individual has requested such action.
- K. CalOptima Health shall retain a copy of a Member's request and the outcome of the review for ten (10) years from the receipt of the request in accordance with CalOptima Health policy HH.2022: Record and Retention and Access.

IV. ATTACHMENT(S)

- A. Member Request to Amend Protected Health Information
- B. Notification of Amendment to Protected Health Information
- C. Statement of Disagreement/Request to include Amendment Request and Denial with Future Disclosures

V. REFERENCE(S)

- A. CalOptima Health Compliance Plan
- B. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- C. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- D. CalOptima Health PACE Program Agreement
- E. CalOptima Health Notice of Privacy Practices
- F. CalOptima Health Policy HH.1102: Member Grievance
- G. CalOptima Health Policy HH.1103: Health Network Member Grievance and Appeal Process
- H. CalOptima Health Policy HH.2022: Record Retention and Access
- I. CalOptima Health Policy HH.3000: Notice of Privacy Practices
- J. CalOptima Health Policy MA.9002: Enrollee Grievance Process
- K. CalOptima Health Policy PA.7001: Grievance Process
- L. CalOptima Health Privacy Program
- M. HIPAA Patient Privacy Compliance Guide, 1340: The Right of Individuals to Amend PHI
- N. NCQA Standard MED4 Privacy and Confidentiality: Element A: Privacy and Confidentiality
- O. Title 45, Code of Federal Regulations (C.F.R), §164.501
- P. Title 45, Code of Federal Regulations (C.F.R), §164.526

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
12/01/2016	Regular Meeting of the CalOptima Board of Directors
12/07/2017	Regular Meeting of the CalOptima Board of Directors
12/06/2018	Regular Meeting of the CalOptima Board of Directors
12/05/2019	Regular Meeting of the CalOptima Board of Directors
12/03/2020	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
11/07/2024	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	04/01/2003	HH.3004	Member Request to Amend Record	Medi-Cal
Revised	04/01/2007	HH.3004	Member Request to Amend Record	Medi-Cal
Revised	01/01/2008	HH.3004	Member Request to Amend Record	Medi-Cal
Revised	07/01/2011	HH.3004	Member Request to Amend Record	Medi-Cal
Revised	01/01/2013	HH.3004	Member Request to Amend Record	Medi-Cal OneCare

Action	Date	Policy	Policy Title	Program(s)
Revised	01/01/2014	HH.3004	Member Request to Amend Record	Medi-Cal OneCare
Revised	11/01/2014	HH.3004	Member Request to Amend Record	Medi-Cal
Revised	09/01/2015	HH.3004	Member Request to Amend Record	Medi-Cal
Revised	12/01/2016	HH.3004	Member Request to Amend Records	Medi-Cal OneCare OneCare Connect PACE
Revised	12/07/2017	HH.3004	Member Request to Amend Records	Medi-Cal OneCare OneCare Connect PACE
Revised	12/06/2018	HH.3004	Member Request to Amend Records	Medi-Cal OneCare OneCare Connect PACE
Revised	12/05/2019	HH.3004	Member Request to Amend Records	Medi-Cal OneCare OneCare Connect PACE
Revised	12/03/2020	HH.3004	Member Request to Amend Records	Medi-Cal OneCare OneCare Connect PACE
Revised	12/20/2021	HH.3004	Member Request to Amend Records	Medi-Cal OneCare OneCare Connect PACE
Revised	12/31/2022	HH.3004	Member Request to Amend Records	Medi-Cal OneCare PACE
Revised	09/01/2023	HH.3004	Member Request to Amend Records	Medi-Cal OneCare PACE
Revised	11/07/2024	HH.3004	Member Request to Amend Records	Medi-Cal OneCare PACE

IX. GLOSSARY

Term	Definition
Business Associate	<p>Has the meaning given such term in Section 160.103 of Title 45, Code of Federal Regulations. A person or entity who:</p> <ol style="list-style-type: none"> 1. On behalf of such covered entity or of an organized health care arrangement (as defined in this section) in which the covered entity participates, but other than in the capacity of a Member of the workforce of such covered entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or 2. Provides, other than in the capacity of a Member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in §164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the Disclosure of protected health information from such covered entity or arrangement, or from another Business Associate of such covered entity or arrangement, to the person. <p>A covered entity may be a Business Associate of another covered entity.</p> <p>Business Associate includes:</p> <ol style="list-style-type: none"> 1. A Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information. 2. A person that offers a personal health record to one or more individuals on behalf of a covered entity. 3. A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate.
Complaint	<p><u>Medi-Cal</u>: A complaint is the same as a Grievance. If CalOptima Health is unable to distinguish between a Grievance and an Inquiry, it must be considered a Grievance.</p> <p><u>OneCare</u>: Any expression of dissatisfaction to CalOptima Health, a Provider, or the Quality Improvement Organization (QIO) by a Member made orally or in writing. A Complaint may also involve CalOptima Health's refusal to provide services to which a Member believes he or she is entitled. A Complaint may be a Grievance or an Appeal, or a single Complaint could include both.</p>

Term	Definition
Designated Record Set	<p>Has the meaning given such term in Section 164.501 of Title 45, Code of Federal Regulations. A group of records maintained by or for a covered entity that is:</p> <ol style="list-style-type: none"> 1. The Medical Records and billing records about individuals maintained by or for a covered health care provider; 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals. <p>The term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.</p>
Designee	A person selected or designated to carry out a duty or role. The assigned Designee is required to be in management or hold the appropriate qualifications or certifications related to the duty or role.
Disclosure	Has the meaning in 45, Code of Federal Regulations Section 160.103 including the following: the release, transfer, provision of access to, or divulging in any manner of information outside of the entity holding the information. .
Health Network	A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.
Medical Record	<p><u>Medi-Cal</u>: The record of a Member's medical information including but not limited to, medical history, care or treatments received, test results, diagnoses, and prescribed medications.</p> <p><u>OneCare</u>: A Medical Record, health record, or medical chart in general is a systematic documentation of a single individual's medical history and care over time. The term "Medical Record" is used both for the physical folder for each individual patient and for the body. Information which comprises the total of each patient's health history. Medical Records are intensely personal documents and there are many ethical and legal issues surrounding them such as the degree of third-party access and appropriate storage and disposal.</p> <p><u>PACE</u>: Written documentary evidence of treatments rendered to plan Members.</p>
Member	A beneficiary enrolled in a CalOptima Health Program.

Term	Definition
Protected Health Information (PHI)	<p data-bbox="574 191 1505 321">Has the meaning in 45 Code of Federal Regulations Section 160.103, including the following: individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.</p> <p data-bbox="574 359 1505 489">This information identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. The information was created or received by CalOptima Health or Business Associates and related to:</p> <ol data-bbox="574 527 1505 741" style="list-style-type: none"> <li data-bbox="574 527 1505 590">1. The past, present, or future physical or mental health or condition of a Member; <li data-bbox="574 627 1505 659">2. The provision of health care to a Member, or <li data-bbox="574 697 1505 741">3. Past, present, or future Payment for the provision of health care to a Member.