

Barren River Area Child Advocacy Center

HIPAA Compliance Plan, Policy, Procedures, and Forms

Approved by Board on December 11, 2025

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Notice of Privacy Practices (NPP) Policy

Effective date of policy: July 1, 2025

This organization adheres to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This procedure outlines the duties and activities which will ensure that everyone receiving BARREN RIVER AREA CHILD ADVOCACY CENTER services is given adequate notice of their rights and informed of the organization's duties with respect to the use and disclosure of their Protected Health Information (PHI) as mandated by HIPAA.

Every patient will receive a Notice of Privacy Practices (NPP):

- The Clinic Coordinator or staff personnel assigned responsibility as Clinic Intake Processing Coordinator MUST distribute the NPP to the patient on the first official visit and will get **written documentation** from the patient that he/she received this notice.
- The NPP will be posted prominently in the office area.
- The NPP may be distributed via e-mail with a return receipt to those individuals who agree to accept the NPP electronically.
- BARREN RIVER AREA CHILD ADVOCACY CENTER will maintain the NPP along with any changes on our website, once established.
- Every reasonable effort will be made to assure that each patient gets a **Notice of Privacy Practice** on his or her first date of service. This effort will be documented in the patient's record by completing the Notice of Privacy Policy Form. In the event that the patient does not get a notice while in the office, the NPP should be mailed to them, **ON THE SAME DAY**, with documentation in the patient's record why it was not provided at the time of service and that the notice was mailed.
- BARREN RIVER AREA CHILD ADVOCACY CENTER reserves the right to revise its NPP. Details are contained in the notice.
- The Privacy Officer is responsible for oversight of Notice content, revisions, and postings.

This organization will comply with all aspects as printed in our Notice of Privacy Practices and our privacy notice will be in compliance with all appropriate laws and regulations, federal, state, and local.

REFERENCES:
45 CFR 164.502(i)
45 CFR 164.520

Barren River Area Child Advocacy Center Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU/YOUR CHILD MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

OUR RESPONSIBILITIES

Barren River Area Child Advocacy Center takes the privacy of your/your child's health information seriously. We are required by law to maintain that privacy and to provide you with this Notice of Privacy Practices. This Notice is provided to tell you about our duties and practices with respect to your/your child's information. We are required to abide by the terms of this Notice that is currently in effect.

HOW WE MAY USE AND DISCLOSE YOUR OR YOUR CHILD'S HEALTH INFORMATION. The following categories describe different ways that we use and disclose your/your child's health information without your authorization. For each category, we explain what we mean and give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

- ◆ **For Treatment.** BARREN RIVER AREA CHILD ADVOCACY CENTER may use health information about you/your child to provide you/your child with treatment, health care or other related services. We may disclose your/your child's health information to doctors, nurses, aids, technicians or other BARREN RIVER AREA CHILD ADVOCACY CENTER employees who are involved in taking care of you/your child. Additionally, BARREN RIVER AREA CHILD ADVOCACY CENTER may use or disclose the health information to manage or coordinate treatment, health care or other related services. **[Examples of how we might use and disclose health information for treatment purposes include: For a referral to a specialist, for a prescription, at your request for transfer of care to another clinician.]**
- ◆ **For Payment.** BARREN RIVER AREA CHILD ADVOCACY CENTER may use and disclose your/your child's health information to bill and collect for the treatment and services we provide to you/your child. We may send health information to an insurance company or other third party for payment purposes. **[Example of how we will use and disclose health information for payment purposes might include: Sending information for payment purposes in order for Medicaid or the Child Victim's Trust Fund to pay for the visit.]**
- ◆ **For Health Care Operations.** BARREN RIVER AREA CHILD ADVOCACY CENTER may use and disclose your/your child's health information for health care operations. These uses and disclosures are necessary to run BARREN RIVER AREA CHILD ADVOCACY CENTER, to make sure you/your child receive competent, quality health care, and to maintain and improve the quality of health care we provide. **[Examples of how BARREN RIVER AREA CHILD ADVOCACY CENTER will use and disclose health information for health care operations purposes might include: Chart reviews by our Quality Improvement Teams.]**
- ◆ **As Required by Law.** BARREN RIVER AREA CHILD ADVOCACY CENTER will disclose your/your child's health information when required to do so by federal, state or local law.
- ◆ **For Public Health Purposes.** BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your/your child's health information for public health activities. While there may be others, public health activities generally include the following:
 - Preventing or controlling disease, injury or disability;
 - Reporting births and deaths;
 - Reporting defective medical devices or problems with medications;
 - Notifying people of recalls of products they may be using; and
 - Notifying a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.
- ◆ **About Victims of Abuse.** BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your/your child's health information to notify the appropriate government authority if we believe you/your child have been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

- ◆ **Health Oversight Activities.** BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your/your child's health information to a health oversight agency for activities authorized by law. These oversight activities might include audits, investigations, inspections and licensure. These activities are necessary for the government to monitor the health care system, government benefit programs and compliance with civil rights laws.
- ◆ **Judicial Purposes.** BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your/your child's health information in response to a court or administrative order, subpoena, discovery request or other lawful process.
- ◆ **Law Enforcement.** BARREN RIVER AREA CHILD ADVOCACY CENTER may release health information if asked to do so by a law enforcement official if such disclosure is:
 - Required by law;
 - In response to a court order, subpoena, warrant, summons or similar process;
 - To identify or locate a suspect, fugitive, material witness or missing person;
 - About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
 - About a death we believe may be the result of criminal conduct;
 - About criminal conduct at BARREN RIVER AREA CHILD ADVOCACY CENTER; or
 - In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.
- ◆ **Research.** Under certain circumstances, BARREN RIVER AREA CHILD ADVOCACY CENTER may use and disclose health information about you/your child for research purposes. For example, a research project may involve comparing the health and recovery of all individuals who received one medication to those who received another. All research projects, however, are subject to a special approval process. This process includes evaluating a proposed research project and its use of health information, trying to balance the research needs with your need for privacy of your/your child's health information. Before we use or disclose health information for research, the project will have been approved through this research approval process. Additionally, when it is necessary for research purposes and so long as the health information does not leave BARREN RIVER AREA CHILD ADVOCACY CENTER, we may disclose your/your child's health information to researchers preparing to conduct a research project, for example, to help the researchers look for individuals with specific health needs. Lastly, if certain criteria are met, BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your/your child's health information to researchers after your/your child's death when it is necessary for research purposes.
- ◆ **To Avert a Serious Threat to Health or Safety.** BARREN RIVER AREA CHILD ADVOCACY CENTER may use and disclose your/your child's health information when BARREN RIVER AREA CHILD ADVOCACY CENTER believes it is absolutely necessary to prevent a serious threat to your/your child's health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent or lessen the threat or to law enforcement authorities in particular circumstances.
- ◆ **Military and Veterans.** If you/your child are a member of the armed forces, we may release your health information as required by military command authorities. We may also release health information about foreign military personnel to the appropriate foreign military authority.
- ◆ **National Security and Intelligence Activities.** BARREN RIVER AREA CHILD ADVOCACY CENTER may release your/your child's health information to authorized federal officials for lawful intelligence, counterintelligence and other national security activities authorized by law.
- ◆ **Protective Services for the President and Others.** BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your/your child's health information to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state, or for the conduct of special investigations.
- ◆ **Custodial Situations.** If a correctional institution or law enforcement authority makes certain representations, BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your/your child's health information to a correctional institution or law enforcement official.
- ◆ **Workers' Compensation.** BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose your health information as authorized by and to the extent necessary to comply with worker's compensation laws or laws relating to similar programs.
- ◆ **Treatment Alternatives, Appointment Reminders and Health-Related Benefits.** BARREN RIVER AREA CHILD ADVOCACY CENTER may use and disclose your/your child's health information to tell you about or recommend possible treatment alternatives or health-related benefits or services that may be of interest to you. Additionally, BARREN RIVER AREA CHILD ADVOCACY CENTER may use and

disclose your/your child's health information to provide appointment reminders. If you do not wish BARREN RIVER AREA CHILD ADVOCACY CENTER to contact you about treatment alternatives, health-related benefits or appointment reminders, you must notify in writing the person listed on the last page of this Notice and state which of those activities you wish to be excluded from.

- ◆ **Individuals Involved in Your/Your Child's Care or Payment for Your/ Your Child's Care.** BARREN RIVER AREA CHILD ADVOCACY CENTER may release health information about you/your child to a family member, other relative or any other person identified by you who is involved in your/your child's health care provided that you/your child is informed in advance of the use or disclosure and has the opportunity to agree to or prohibit or restrict the use or disclosure. BARREN RIVER AREA CHILD ADVOCACY CENTER may also give information to someone who helps pay for your/your child's care provided that you/your child is informed in advance of the use or disclosure and has the opportunity to agree to or prohibit or restrict the use or disclosure. BARREN RIVER AREA CHILD ADVOCACY CENTER may also tell your family, friends, personal representative or other person responsible for your/your child's health care your/your child's health condition and that you/your child are a patient at BARREN RIVER AREA CHILD ADVOCACY CENTER ,provided that you/your child is informed in advance of the use or disclosure and has the opportunity to agree to or prohibit or restrict the use or disclosure..
- ◆ **Communications Regarding BARREN RIVER AREA CHILD ADVOCACY CENTER's Programs or Products.** We may use and disclose your/your child's health information to make a communication to you/your child to describe a health- related product or service of BARREN RIVER AREA CHILD ADVOCACY CENTER. In addition, we may use or disclose your/your child's health information to tell you/your child about products or services related to your/your child's treatment, case management or care coordination, or alternative treatments, therapies, providers or settings of care for you/your child. We may occasionally tell you/your child about another company's products or services, but will use or disclose your/your child's health information for such communications only if they occur in person with you/your child. Occasionally, we may also use and disclose your/your child's health information to make a communication with you in order to give you/your child a gift that is of minimal value, such as diapers or toothpaste.

OTHER USES OF HEALTH INFORMATION

Other uses and disclosures of health information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us authorization to use or disclose your/your child's health information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose health information about you/your child for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made under the authorization, and that we are required to retain our records of the care that we provided to you/your child.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

You have the following rights regarding health information we maintain about you:

- ◆ **Right to Request Restrictions.** You have the right to request a restriction or limitation on the health information we use or disclose about you/your child for treatment, payment or health care operations. You also have the right to request a limit on the health information we disclose about you/your child to someone who is involved in your/your child's care or the payment for that care. In most cases, *we are not required to agree to your request.* If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions, you must make your request in writing to our Privacy Officer, Barren River Area Child Advocacy Center, 103 E. 12th Street, Bowling Green, KY 42101. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply.
- ◆ **Right to Request Confidential Communications.** Typically, we communicate with you regarding your/your child's health care either through your home phone or through the mail at your home address. You have the right to request that we communicate with you or your responsible party about your/your child's health care in an alternative way or at a certain location. To request confidential communications, you must make your request in writing to our Privacy Officer, Barren River Area Child Advocacy Center, 103 E. 12th Street, Bowling Green, KY 42101. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- ◆ **Right to Inspect and Copy.** You have the right to inspect and copy health information that may be used to make decisions about your/your child's care. To inspect and copy health information that may be used to make decisions about you/your child, you can submit your request in writing or orally to our Privacy

Officer at Barren River Area Child Advocacy Center, 103 E. 12th Street, Bowling Green, KY 42101. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

- ◆ **Right to Amend.** You have the right to ask us to amend your/your child's health and/or billing information for as long as the information is kept by Barren River Area Child Advocacy Center. To request an amendment, your request must be made in writing and submitted to Privacy Officer, Big Barren River Area Child Advocacy Center, 103 E. 12th Street, Bowling Green, KY 42101. In addition, you must provide a reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:
 - Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
 - Is not part of the health information kept by or for Barren River Area Child Advocacy Center;
 - Is not part of the information which you would be permitted to inspect and copy; or
 - Is accurate and complete.
- ◆ **Right to an Accounting of Disclosures.** You have the right to request a list of certain disclosures that we have made of your/your child's health information. To request this list of disclosures, you must submit your request in writing to Privacy Officer, Barren River Area Child Advocacy Center, 103 E. 12th Street, Bowling Green, KY 42101. Your request must state a time period which may not be longer than six years and may not include dates before July 1, 2025. Your request should indicate in which form you want the list (for example, on paper, electronically). The first list you request within a twelve-month period will be free. For additional lists during such twelve-month period, Barren River Area Child Advocacy Center may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.
- ◆ **Right to a Paper Copy of this Notice.** You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice. To obtain a paper copy of this notice, contact the Privacy Officer, Barren River Area Child Advocacy Center, 103 E. 12th Street, Bowling Green, KY 42101.

WHO THIS NOTICE APPLIES TO

This Notice describes Barren River Area Child Advocacy Center's practices and those of:

- ◆ Any health care professional authorized to enter information into or consult your/your child's medical record.
- ◆ All departments and units of Barren River Area Child Advocacy Center.
- ◆ Any member of a volunteer group we allow to help you/your child.
- ◆ All employees, staff and other Barren River Area Child Advocacy Center personnel.

CHANGES TO THIS NOTICE

We reserve the right to change this Notice. We reserve the right to make the revised Notice effective for health information we already have about you/your child, as well as any information we receive in the future. We will post a copy of the current Notice in a clear and prominent location to which you have access. The Notice is also available to you upon request. The Notice will contain, on the first page in the top right-hand corner, the effective date. In addition, if we revise the Notice and you are still with Barren River Area Child Advocacy Center, we will offer you a copy of the current Notice in effect.

COMPLAINTS

If you believe your/your child's privacy rights have been violated, you may file a complaint with Barren River Area Child Advocacy Center or with the Secretary of the Department of Health and Human Services (DHHS), 200 Independence Avenue, S.W., Washington, D.C. 20201. To file a complaint with BARREN RIVER AREA CHILD ADVOCACY CENTER, contact our Privacy Officer at (270) 783-4357. A complaint must name the entity that is the subject of the complaint and describe the acts or omissions believed to be in violation of the applicable requirements of HIPAA or this Privacy Policy. A complaint must be received by us or filed with the Secretary of DHHS within 180 days of when you knew or should have known that the act or omission complained of occurred.

You will not be penalized for filing a complaint.

**If you have any questions about this Notice,
please contact:**

**Barren River Area Child Advocacy Center Attn: Privacy Officer
103 E. 12th Street
Bowling Green, KY 42101
(270) 783-4357**

ACKNOWLEDGEMENT OF NOTICE OF PRIVACY PRACTICES

You have been given a notice that describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully.

All requested information should be relevant to the care and well being of the served. All information should be considered Protected Health Information (PHI), in accordance with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Your signature shall serve as acknowledgement that BARREN RIVER AREA CHILD ADVOCACY CENTER has provided and you have reviewed the Notice of Privacy Practices.

Rights of the Individual. The client or legal representative may request, in writing, restrictions on the use or sharing of information, receive confidential communication, inspect and receive copies of any shared information, receive an accounting of shared information and amend or revoke authorization.

Duties of BARREN RIVER AREA CHILD ADVOCACY CENTER. Maintain privacy and provide notice of legal duties and privacy practices. Abide by this effective notice and any restriction agreements. Provide notice of revised privacy practices.

For additional information or complaints regarding privacy practices contact our Privacy Officer at (270) 783-4357.

Complaints against Barren River Area Child Advocacy Center, regarding privacy of PHI, should be forwarded to:

Privacy Officer
Barren River Area Child Advocacy Center
103 E. 12th Street
Bowling Green, KY 42101

Office of Civil Rights
US Dept. of Health and Human Services
200 Independence Ave., SW Room 509F
HHH Building Washington, D.C. 20201
1-800-368-1019

This notice has been issued and considered effective _____.
BARREN RIVER AREA CHILD ADVOCACY CENTER shall retain this copy for a minimum of six (6) years.

Signature (Client/ Legal Representative/ Relationship to Client)

Date

Signature (Witness)

Date

Permitted Uses and Disclosures Policy

Effective date of policy: July 1, 2025

BARREN RIVER AREA CHILD ADVOCACY CENTER is permitted to use or disclosure PHI in the following circumstances:

- to the patient;
- for its own treatment, payment or healthcare operations;
- to other health care providers for treatment, payment or healthcare operations conducted by the other health care provider;
- to other health care providers or health plans for the payment activities of the other health care provider or health plan;
- incidental to a permitted use or disclosure;
- pursuant to the patient's authorization;
- to family members or other caregivers identified and as authorized by the patient;
- to the Secretary of the Department of Health and Human Services in the context of an investigation of a complaint or compliance review by the Secretary; and
- as permitted under 45 CFR 164.512 [uses and disclosures for which an authorization or opportunity to agree or object is not required] which may include the following:
 - uses and disclosures required by law;
 - uses and disclosures for public health activities;
 - disclosures about victims of abuse, neglect, or domestic violence;
 - uses and disclosures for health oversight activities;
 - disclosures for judicial and administrative proceedings;
 - disclosures for law enforcement purposes;
 - uses and disclosures about decedents;
 - uses and disclosures for organ donations purposes;
 - uses and disclosures for research purposes;
 - uses and disclosures to avert a serious threat to health or safety
 - uses and disclosures for specialized government functions (military and veterans activities, intelligence, etc.)
 - uses and disclosures for Worker's Compensation.

BARREN RIVER AREA CHILD ADVOCACY CENTER may not require patients to waive any right guaranteed under the HIPAA privacy regulations as a condition of the provision of treatment.

REFERENCES:

45 CFR 164.502(a)
45 CFR 164.506(a) & (c)
45 CFR 164.530(h)

Uses and Disclosures for which an Authorization or Opportunity to Agree or Object is Not Required Policy

Effective date of policy: July 1, 2025

The HIPAA privacy regulations allow the certain uses and disclosures of PHI without an authorization or the opportunity to object. These uses and disclosures include the following:

A. Uses and Disclosures Required by Law

BARREN RIVER AREA CHILD ADVOCACY CENTER may use or disclose PHI to the extent the use or disclosure is required by law.

Uses and Disclosures for Public Health Activities

BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI for public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury or disability; conducting public health surveillance, public health investigations, and public health interventions; to receive reports of child abuse or neglect; and to receive reports relating to FDA regulated products or activities.

Uses and Disclosures about Victims of Abuse, Neglect or Domestic Violence

BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI about an individual whom BARREN RIVER AREA CHILD ADVOCACY CENTER reasonably believes to be a victim of abuse, neglect, or domestic violence:

- If the individual agrees to the disclosure, in which case this agreement should be documented in the medical record.
- To the extent the disclosure is required by KRS 209.010, 209.030 and 620.030 and the disclosure complies with and is limited to the relevant requirements of these statutes which require reports of suspected child or adult abuse, neglect or dependency to be made to local law enforcement, social services or either the county attorney or commonwealth attorney's office; or
- To the extent the disclosure is expressly authorized by statute or regulation and:
 - BARREN RIVER AREA CHILD ADVOCACY CENTER, in the exercise of professional judgment, believes the disclosure to be necessary to prevent serious harm to the individual or other potential victims; or
 - If the individual is incapacitated and unable to agree to disclosing their PHI, a law enforcement or public official authorized to receive the report represents that the PHI, for which disclosure is sought, is not intended to be used against the individual, and that immediate enforcement activity is dependent upon the disclosure and would be adversely affected by waiting until the individual is able to agree to the disclosure.

- If BARREN RIVER AREA CHILD ADVOCACY CENTER discloses PHI about an individual, in accordance with the above, the staff will promptly inform the individual that such a disclosure has been or will be made except when it is believed that informing the individual would place him/her at risk of serious harm or disclose would not be in the patient's best interest because BARREN RIVER AREA CHILD ADVOCACY CENTER would be informing the patient's personal representative and BARREN RIVER AREA CHILD ADVOCACY CENTER reasonable believes the personal representative is reasonable for the abuse, neglect or other injury.

B. Uses and Disclosures for Health Oversight Activities

BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative or criminal proceedings; or other activities necessary for the appropriate oversight of the health care system, government benefit programs, entities subject to government regulatory programs for which health information is necessary for determining compliance with program standards or entities subject to civil rights laws for which health information is necessary for determining compliance.

A health oversight activity does not include an investigation or other activity in which the individual is the subject of the investigation or activity and such investigation or other activity does not arise out of and is not directly related to the receipt of health care; a claim for public benefits related to health or qualification for, or receipt of, public benefits or services when a patient's health is integral to the claim for public benefits or services.

C. Disclosures for Judicial and Administrative Proceedings

PHI may be released in response to an order of a court or administrative tribunal. Only the PHI expressly authorized by the order may be released.

PHI may also be released in response to a valid and complete subpoena, discovery request, or other lawful process that is not accompanied by an order of a court or administrative tribunal. In these instances, BARREN RIVER AREA CHILD ADVOCACY CENTER will disclose PHI only after obtaining satisfactory assurance from the requesting party that they have made reasonable efforts to provide notice to the individual who is the subject of the requested PHI or to secure a qualified protective order. Satisfactory assurances constitute the following:

- A written statement and accompanying documentation from the requesting party that demonstrates that notice has been given to the individual (if the individual's location is unknown, a notice mailed to the individual's last known address is sufficient) and the notice contained sufficient information about the litigation or proceeding in which the PHI is requested to permit the individual to raise an objection to the court or administrative tribunal and that the time for raising objections to the court or administrative tribunal has elapsed; and no objections were filed or the court has resolved all objections filed by the individual or the

- administrative tribunal and the disclosures being sought are consistent with such resolutions; or
- A written statement and accompanying documentation demonstrating that the parties to the dispute giving rise to the request for PHI have agreed to a qualified protective order and have presented it to the court or administrative tribunal with jurisdiction over the dispute; or the party seeking the PHI has requested a qualified protective order from such court or administrative tribunal. A qualified protective order must prohibit the parties from using or disclosing PHI for any purpose other than the litigation or proceeding for which such information was requested and requires the return or destruction of PHI at the end of the litigation or proceeding.

Satisfactory assurance that sufficient notice has been given to the individual may be apparent from the subpoena and accompanying documentation (notice of deposition) when the individual whose PHI has been requested is a party to the litigation in which the PHI has been requested. If it is not apparent from the subpoena and accompanying documentation that notice has been given to the individual or a qualified protective order has been requested, contact must be made to the requesting party requesting the necessary satisfactory assurances.

This procedure applies to subpoenas served upon BARREN RIVER AREA CHILD ADVOCACY CENTER for the purpose of producing records (i.e. subpoena duces tecum) as well as subpoenas served on individual employees of BARREN RIVER AREA CHILD ADVOCACY CENTER to appear at depositions, hearings or trials. Whether the subpoena is seeking the production of records or testimony at a deposition, hearing or trial, BARREN RIVER AREA CHILD ADVOCACY CENTER must receive the satisfactory assurances described above before disclosing any PHI. All employees of BARREN RIVER AREA CHILD ADVOCACY CENTER who are served with a subpoena to appear at a deposition, hearing or trial must notify the Executive Director to ensure compliance with this policy and appropriate tracking of these types of disclosures.

D. Disclosures for Law Enforcement Purposes

BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI without an authorization in the following situations for law enforcement purposes:

Pursuant to Process: BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose requested PHI pursuant to a court-order or court ordered warrant, or a subpoena or a summons issued by a judicial officer, a grand jury subpoena or an administrative request, including an administrative subpoena or summons, a civil or an authorized investigative demand, or similar process authorized under law, under the following conditions:

- BARREN RIVER AREA CHILD ADVOCACY CENTER determines, in conjunction with the requesting party, that the information sought is relevant and material to a legitimate law enforcement inquiry;
- BARREN RIVER AREA CHILD ADVOCACY CENTER determines, in conjunction with the requesting party, that the request is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the PHI is sought; and,

- BARREN RIVER AREA CHILD ADVOCACY CENTER determines, in conjunction with the requesting party, that de-identified information could not reasonably be used.

Limited Information for Identification and Location Purposes: BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose the following PHI in response to a law enforcement official's request for such information for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person, provided that BARREN RIVER AREA CHILD ADVOCACY CENTER only discloses the following:

- i) Name and address:
- ii) Date and place of birth:
- iii) Social security number;
- iv) ABO blood type and rh factor:
- v) Type of injury:
- vi) Date and time of treatment;
- vii) Date and time of death, if applicable: and
- viii) A description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence or absence of facial hair, (beard or moustache) scars, and tattoos. Hardin Memorial Hospital may not disclose any PHI related to an individual's DNA or DNA analysis, dental records, or typing, samples or analysis of body fluids or tissue.

Victims of Crime: BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI in response to a law enforcement official's request for such information about an individual who is or is suspected to be a victim of a crime if the individual agrees to the disclosure. In cases where the individual is suspected to be a victim of a crime and where BARREN RIVER AREA CHILD ADVOCACY CENTER is unable to obtain the individual's agreement because of incapacity or other emergency circumstance, BARREN RIVER AREA CHILD ADVOCACY CENTER should:

- Obtain a representation from the requesting law enforcement official that such information is needed to determine whether a violation of law by a person other than the victim occurred, and such information is not intended to be used against the victim;
- Obtain a representation from the requesting law enforcement official that immediate law enforcement activity that depends upon the disclose would be materially and adversely affected by waiting until the individual is able to agree to the disclosure; and
- In the exercise of professional judgment, make a determination that the disclosure is in the best interest of the individual before disclosing PHI.

Decedents: BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI about an individual who has died to a law enforcement official for the purpose of alerting law enforcement to the death of the individual if BARREN RIVER AREA CHILD ADVOCACY CENTER believes the death resulted from criminal conduct.

Crime on Premises: BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose to a law enforcement official PHI that BARREN RIVER AREA CHILD ADVOCACY CENTER believes in good faith constitutes evidence of criminal conduct that occurred on the premises of BARREN RIVER AREA CHILD ADVOCACY CENTER.

Reporting Crime in Emergencies: BARREN RIVER AREA CHILD ADVOCACY CENTER may, in providing emergency healthcare in response to a medical emergency, other than an emergency on the premises of BARREN RIVER AREA CHILD ADVOCACY CENTER disclose PHI to a law enforcement official of such disclosure appears necessary to alert law enforcement to:

- i) The commission and nature of a crime;
- ii) The location of such crime or the victim(s) of such crime: and
- iii) The identity, description and location of the perpetrator of such crime.

E. Uses and Disclosures about Decedents

BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI to coroners and medical examiners for the purpose of identifying a deceased person, determining cause of death or as necessary for these officials to carry out other duties. BARREN RIVER AREA CHILD ADVOCACY CENTER may also disclose PHI to funeral directors.

F. Uses and Disclosures for Cadaveric Organ, Eye or Tissue Donation Purposes

Due to the type of services provided by BARREN RIVER AREA CHILD ADVOCACY CENTER to its patients, it is not anticipated that any use or disclosure for cadaveric organ, eye or tissue donation purposes will likely occur. If facts change which implicate this type of use and disclosure, this policy will be amended to comply with and reflect the requirements of 45 CFR 164.512(h).

G. Uses and Disclosures for Research Purposes

BARREN RIVER AREA CHILD ADVOCACY CENTER does not currently nor does it intend in the future to participate in research protocols. If at some time, BARREN RIVER AREA CHILD ADVOCACY CENTER's desire to participate in research protocols changes, this policy will be amended to comply with and reflect the requirements of 45 CFR 164.512(i).

H. Uses and Disclosures to Avert a Serious Threat to Health or Safety: BARREN RIVER AREA CHILD ADVOCACY CENTER may disclose PHI if it believed in good faith that such disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is made to a person or persons reasonably able to prevent or lessen the threat (including the target of the threat), or is necessary for law enforcement authorities to identify or apprehend an individual because of a statement made by an individual admitting participation in a violent crime that is reasonably believed to have caused serious physical harm to the victim or where it appears from all circumstances that the individual has escaped from a correctional institution or from lawful custody.

A use or disclosure under this provision may not be made if the information described above is learned through a request for treatment, counseling or therapy or course of

treatment to affect the propensity to commit criminal conduct.

A use or disclosure under this provision is limited to the following information:

- i) Name and address:
- ii) Date and place of birth:
- iii) Social security number;
- iv) ABO blood type and rh factor:
- v) Type of injury:
- vi) Date and time of treatment;
- vii) Date and time of death, if applicable: and
- viii) A description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence of absence of facial hair, (beard or moustache) scars, and tattoos. BARREN RIVER AREA CHILD ADVOCACY CENTER may not disclose any PHI related to an individual's DNA or DNA analysis, dental records, or typing, samples or analysis of body fluids or tissue.

I. Uses and Disclosures for Specialized Government Functions (military and veterans activities, intelligence, protection of the President)

Due to the current population of BARREN RIVER AREA CHILD ADVOCACY CENTER patients, it is not anticipated that any use or disclosure for specialized government function will likely occur. If facts change which implicate this type of use and disclosure, this policy will be amended to comply with and reflect the requirements of 45 CFR 164.512(k).

J. Uses and Disclosures for Worker's Compensation

Due to the current population of BARREN RIVER AREA CHILD ADVOCACY CENTER patients, it is not anticipated that any use or disclosure for worker's compensation will likely occur. If facts change which implicate this type of use and disclosure, this policy will be amended to comply with and reflect the requirements of 45 CFR 164.512(l).

REFERENCE:
45 CFR 164.512

Use of De-identified Information Policy

Effective date of policy: July 1, 2025

Health information which has been "de-identified" is not PHI. Wherever possible, de-identified information will be used. De-identified information is information which does not contain any of the following identifiers:

- name
- geographic subdivision smaller than a state including street address, city, county, precinct, or zip code
- any and all dates (except the year) to include birth date, admission date, discharge date, date of death and all ages over 89 except if the age can be grouped into a category of age 90 or older
- telephone numbers
- fax numbers
- electronic mail addresses
- social security number
- medical record numbers
- health plan beneficiary numbers
- account numbers
- certificate or license numbers
- vehicle identifiers and serial numbers to include license plate numbers
- device identifiers and serial numbers
- web universal resource locators URL's
- internet protocol (IP) address numbers
- biometric identifiers including finger and voice prints
- full face photographic images and other comparable images
- any other unique identifying number, characteristic or code

BARREN RIVER AREA CHILD ADVOCACY CENTER may assign a code or other means of record identification to allow the de-identified information to be re-identified by BARREN RIVER AREA CHILD ADVOCACY CENTER provided that the code cannot be related to information about the individual and cannot be translated so as to identify the individual. When de-identified information is disclosed to a third party, the code which would allow re-identification of the information may not also be disclosed.

BARREN RIVER AREA CHILD ADVOCACY CENTER may use or disclose a limited data set for the research or public health purposes or to conduct health care operations. A limited data set does not contain any of the identifiers listed above. A limited data set may be disclosed to third party if BARREN RIVER AREA CHILD ADVOCACY CENTER obtains satisfactory assurances in the form of a limited data set agreement which meets the requirements of 45 CFR 164.514(e) that the information will only be used for limited purposes.

REFERENCES:

45 CFR 164.502(d)

45 CFR 164.514(a)-(c) & (e)

Authorization Form Policy

Effective date of policy: July 1, 2025

BARREN RIVER AREA CHILD ADVOCACY CENTER will only use or disclose PHI, except in those circumstances described in this HIPAA Compliance Plan, Policy, Procedures and Forms, in a manner consistent with the terms of the patient's authorization to use or disclose PHI.

A patient may revoke his authorization to use or disclose PHI at any time but actions taken prior to the revocation are not subject to the revocation.

Authorizations must be properly executed by the patient or his/her personal representative. The authorization must include the following:

- date,
- a description of the specific PHI to be released or used,
- the name or other identification of the person or class of persons authorized to make the requested use or disclosures (i.e. who is authorized to disclose or release PHI),
- the name or other identification of the person or class of persons to whom a covered entity or health care provider may make the requested use or disclosure (i.e. who is authorized to receive PHI),
- a description of the purpose of the requested use or disclosure ("at the request of the individual" is sufficient),
- an expiration date for the authorization,
- a statement that the patient has the right to revoke the authorization in writing,
- a statement that treatment may not be conditioned upon the execution of the authorization, and
- a statement that PHI may be subject to redisclosure and not protected by the HIPAA privacy regulations.

The patient must be provided a copy of the signed authorization.

An authorization may not be combined with any other document to create a compound authorization or document.

The Authorization for Release of Patient Protected information (PHI) Form shall be used:

- When a patient or patient's legal representative requests PHI be used or disclosed for purposes other than treatment, payment or other health care operations.
- When a use or disclosure of a patient's PHI is for a research study.
- For any use or disclosure of psychotherapy notes except use by the originator of the psychotherapy notes for treatment, use or disclosure of psychotherapy notes by BARREN RIVER AREA CHILD ADVOCACY CENTER for its own training programs with students, trainees, or practitioners in mental health to learn under supervision to practice, or improve their skills in group, joint, family or individual counseling; or use or disclosure of psychotherapy notes by BARREN RIVER AREA CHILD ADVOCACY CENTER to defend itself in a legal action or other proceeding brought by the patient.

- For any use or disclosure of protected health information for marketing, with very limited exceptions not typically applicable to BARREN RIVER AREA CHILD ADVOCACY CENTER. If the marketing involves financial remuneration to BARREN RIVER AREA CHILD ADVOCACY CENTER from a third party, the authorization must state that such remuneration is involved.
- BARREN RIVER AREA CHILD ADVOCACY CENTER must obtain an authorization for any disclosure of protected health information which is a sale of protected health information. Such authorization must state that the disclosure will result in remuneration to the covered entity.

Valid Authorization: Before making any uses or disclosure of PHI, determine that the authorization is valid. A valid authorization is one that is signed by the patient or his/her legal representative and has included all applicable information; has not expired or been revoked; and has a specific expiration date or a specific time period (e.g., one year from the date of signature), or an event directly relevant to the patient or the purpose of the use or disclosure (e.g., until the end of the research study).

Revocation of Authorization for Release of PHI: The patient/patient's legal representative retains the right to revoke in writing an Authorization except to the extent that action has been taken on the authorization.

Expiration of Authorization: The patient or his/her legal representative must indicate on the authorization form the intended length of time of the authorization. If no time is specified, the authorization will expire six (6) years after it was signed. At the expiration of the Authorization Form, also provide the Notice of Privacy Practices and Acknowledgement of Receipt of Notice of Privacy Practices form.

REFERENCE:
45 CFR 164.508

Authorization for Use And Disclosure Of Personal Health Information

This authorization is prepared pursuant to the requirements of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated there under, as amended from time to time (collectively referred to as "HIPAA").

This authorization affects your rights in the privacy of your personal healthcare information. Please read it carefully before signing.

BARREN RIVER AREA CHILD ADVOCACY CENTER will not condition treatment payment, enrollment in a health plan, or eligibility for benefits, as applicable, on your providing authorization for the requested use or disclosure. YOU MAY REFUSE TO SIGN THIS AUTHORIZATION.

By signing this authorization you acknowledge and agree that BARREN RIVER AREA CHILD ADVOCACY CENTER may use or disclose _____

_____ [describe information]

for the purpose(s) of _____
[describe intended use]

By signing this authorization you agree that BARREN RIVER AREA CHILD ADVOCACY CENTER or its Business Associates may disclose your personal health care information to the following:

- ___ Law Enforcement Agency _____
- ___ Dept for Community Based Services/Cabinet for Family and Children
- ___ Commonwealth Attorney's Office for _____
- ___ County Attorney's Office for _____
- ___ Other: _____

_____ [identify intended recipients]

You have the right to revoke this authorization, in writing, at any time, except to the extent that BARREN RIVER AREA CHILD ADVOCACY CENTER has taken action in reliance on it. A revocation is effective upon receipt by BARREN RIVER AREA CHILD ADVOCACY CENTER of a written request to revoke and a copy of the executed authorization form to be revoked at the address listed above.

This authorization shall expire upon the earlier occurrence of: (a) revocation of the authorization, (b) a finding by the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights that this authorization is not in compliance with requirements of HIPAA, (c) complete satisfaction of the purposes for which this

authorization was originally obtained, to be determined in the reasonable discretion of BARREN RIVER AREA CHILD ADVOCACY CENTER, or (d) six years from the date this authorization was executed.

By signing this authorization you acknowledge and agree that any information used or disclosed pursuant to this authorization could be at risk for redisclosure by the recipient and no longer protected under HIPAA.

BARREN RIVER AREA CHILD ADVOCACY CENTER will provide you with a copy of this signed authorization.

Acknowledged and agreed to ON BEHALF OF THE PATIENT by:

Signature

Date

Printed Name

Relationship to Patient

Address: _____

Verification of Identity and Authority of Persons Requesting PHI Policy

Effective date of policy: July 1, 2025

All BARREN RIVER AREA CHILD ADVOCACY CENTER staff must verify the identity and authority of any person requesting PHI if the identity or the authority of the person is not known to the staff member.

All BARREN RIVER AREA CHILD ADVOCACY CENTER staff must obtain documentation, statements or representations (oral or written) from a person requesting PHI when such documentation, statement or representation is a condition of the disclosure. (i.e. obtain a copy of the court order, subpoena, discovery request, etc.)

BARREN RIVER AREA CHILD ADVOCACY CENTER may rely on the following as verification of identity when PHI is being requested by a public official or person acting on behalf of a public official:

- if the request is made in person, presentation of an agency identification badge, official credentials or other proof of status;
- if the request is made in writing, official letterhead from the appropriate agency;
or
- if the request is made by another person on behalf of a public official, a written statement on appropriate letterhead or other evidence or documentation such as a contract for services, memo or purchase order that establishes that the person is acting on behalf of the public official.

BARREN RIVER AREA CHILD ADVOCACY CENTER may rely on the following as verification of authority when PHI is being requested by a public official or person acting on behalf of a public official:

- a written statement (or oral statement if a written statement is impractical) of legal authority under which PHI is being requested; or
- if the request for PHI is made through a warrant, subpoena, order or other legal process issued by a grand jury or other judicial body, these documents are presumed to constitute sufficient proof of legal authority.

REFERENCE:
45 CFR 164.514(h)

Personal Representatives

Effective date of policy: July 1, 2025

A parent, guardian or other person acting in loco parentis is a personal representative and has the authority to act on behalf of a patient who is an unemancipated minor. The identity of the person acting on behalf of the unemancipated minor and the basis of that individual's authority must be documented in the record and all supporting documentation (custody orders, guardianship court orders, etc.) should be made part of the record.

A parent, guardian, or other person acting in loco parentis may not be a personal representative of an unemancipated minor, if

- the minor is able to and does consent to the healthcare service and no other consent is required by law,
- the minor may lawfully obtain health care services without the consent of a parent, guardian or other person acting in loco parentis, or
- the parent, guardian or other person acting in loco parentis assents to an agreement of confidentiality between the health care provider and the minor with respect to the health care service.

BARREN RIVER AREA CHILD ADVOCACY CENTER may refuse to accept an individual as a personal representative of a patient if BARREN RIVER AREA CHILD ADVOCACY CENTER believes that the patient has been or may be subjected to domestic violence, abuse or neglect by the personal representative or if the patient's life could be endangered by the individual identified as a personal representative.

Only the executor or administratrix of a deceased patient can act as a personal representative of a deceased patient. A copy of the order from the probate court appointing the executor or administratrix should be maintained as part of the medical record.

REFERENCE:

45 CFR 164.502(g)

45 CFR 164.512(c)

Confidential Communications Policy

Effective date of policy: July 1, 2025

Patients may request "confidential communications." A request for confidential communications is a request for communication to take place by alternative means or at an alternative location.

If a patient requests confidential communications, the patient must complete the Confidential Communications Request Form. The patient may not be required to explain the basis for their request. The patient must describe an alternative means of communication or provide an alternative location at which the patient may receive correspondence. The patient must also describe how communications relating to payment should be handled.

All reasonable requests will be granted. Reasonableness is judged from the view point of BARREN RIVER AREA CHILD ADVOCACY CENTER. Before a request for confidential communications may be granted it must be reviewed by the BARREN RIVER AREA CHILD ADVOCACY CENTER Privacy Officer to ensure that the request can be carried out and is reasonable.

REFERENCES:

45 CFR 164.502(h)

45 CFR 164.522(b)

Confidential Communications Request Form

I, _____, request confidential communication of my health information when my health information is disclosed on my behalf.

Please use the following address or manner in disclosing my health information to me.
(Please be as specific as possible.)

Signature _____

Date _____

Printed Name and date of birth _____

Effective Date _____

Barren River Area Child Advocacy Center Response to Request

____ Agrees to entire request.

____ Denies part of requested action: _____

____ Requires more complete/specific information to assess your request.

____ BARREN RIVER AREA CHILD ADVOCACY CENTER cannot reasonably accommodate your request.

Signed _____

Date _____

Restriction of Use or Disclosure of Protected Health Information (PHI) Policy

Effective date of policy: July 1, 2025

A patient has the right to REQUEST that the use and disclosure of his/her protected health information (PHI) be restricted for treatment, payment, and health care operations (TPO), as well as restricting disclosures to family members, other relatives or close personal friends or other persons identified by the patient as being involved in the patient's care or payment for care.

BARREN RIVER AREA CHILD ADVOCACY CENTER Notice of Privacy Practices advises patients of the right to request a restriction on the use and disclosure of PHI for treatment, payment, or health care operations, including the right to restrict disclosures to family members and friends involved in the patient's care. The request for a restriction must be made to the Privacy Officer by completion of the form titled Patient Request to Restrict Uses and Disclosure of Protected Health Information. The Privacy Officer must maintain and execute any requests for restriction forms.

BARREN RIVER AREA CHILD ADVOCACY CENTER DOES NOT HAVE TO AGREE TO REQUESTS TO RESTRICT USES OR DISCLOSURES RELATING TO TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS.

The restriction request must be in writing, be specific as to what information is covered by the request, whether it covers use, disclosure, or both, and to whom these limitations apply.

If BARREN RIVER AREA CHILD ADVOCACY CENTER agrees to the request, it must honor the request except when overriding laws or emergencies apply.

The agreement to restrict the use and/or disclosure of PHI for treatment, payment, or health care operations may be terminated at any time if the patient agrees to or requests the termination of the agreement to the restriction in writing or orally if the oral agreement is documented, or if BARREN RIVER AREA CHILD ADVOCACY CENTER informs the patient that it is terminating its agreement to the restriction . A termination by BARREN RIVER AREA CHILD ADVOCACY CENTER is only effective with respect to PHI created or received after it has informed the patient of its decision to terminate the agreement to restrict.

BARREN RIVER AREA CHILD ADVOCACY CENTER may release information to family members, other relatives, or close personal friends of the patient or any other person identified by the patient as being involved in the patient's care (i.e. caregivers) or payment for services. All patients must be given the opportunity to agree or object to such disclosures to family and caregivers and identify those caregivers to whom the BARREN RIVER AREA CHILD ADVOCACY CENTER may communicate concerning the

patient's condition. The patient's response must be documented in the record.

Approving Restrictions: BARREN RIVER AREA CHILD ADVOCACY CENTER is not required to agree to the restriction request but will attempt to accommodate reasonable requests whenever possible. When a restriction is permitted by BARREN RIVER AREA CHILD ADVOCACY CENTER, documentation must be made in the medical record and on the Approval of Request for Restriction on Uses and Disclosures of PHI Form. A request for restriction will be evaluated by the Privacy Officer who may grant or deny the restriction based on his/her professional judgment. BARREN RIVER AREA CHILD ADVOCACY CENTER may refuse to restrict uses and disclosures or may agree only to certain aspects of the request if there is a concern for the quality of patient care in the future. BARREN RIVER AREA CHILD ADVOCACY CENTER retains the right to terminate a previously permitted restriction if it believes such termination is appropriate.

Denying Restrictions: If a requested restriction is not permitted by BARREN RIVER AREA CHILD ADVOCACY CENTER, the patient must be informed of the decision. When the restriction request is denied, BARREN RIVER AREA CHILD ADVOCACY CENTER must send the patient notification in writing on the Denial or Termination of Request for Restriction of Use or Disclosure of Protected Health Information Form.

Permitted Restriction Exceptions: If a restriction is permitted, no use or disclosure of the patient's PHI may be made in violation of that restriction with the following exceptions:

1. When the patient who asked for the restriction is in need of emergency treatment and the restricted information is needed to provide the emergency treatment to the patient;
2. When necessary for legally required disclosure to the Secretary of the U.S. Department of Health and Human Services for compliance and investigation purposes;
3. No restriction is valid for limiting information listed in the facility directory to the extent that the patient has not otherwise opted out of or restricted the information in the facility directory during the registration process; and
4. No restriction is valid for any use or disclosure for which an authorization is not required.

REFERENCES:

45 CFR 164.502(c)

45 CFR 164.510

45 CFR 164.522(a)

Restriction of Use or Disclosure of Protected Health Information (PHI) Form

I, _____, request that BARREN RIVER AREA CHILD ADVOCACY CENTER restrict the use or disclosure of my health information for payment or health care operations in the manner described here:

(Please be specific)

I understand that BARREN RIVER AREA CHILD ADVOCACY CENTER is not required by law to accept my requested restrictions, but if the practice does, BARREN RIVER AREA CHILD ADVOCACY CENTER agrees to abide by the restrictions except in emergency situations or as otherwise required by law.

I understand that either I or BARREN RIVER AREA CHILD ADVOCACY CENTER may terminate this restriction in writing at any time in the future.

Signature: _____

Printed Name and date of birth: _____

Relationship to patient _____

Date: _____

Privacy Officer Comments:

___ Accept this request.

___ Reject this request. Reason: _____

___ Patient contacted on _____.

Patient Access to the Medical Record Policy

Effective date of policy – July 1, 2025

Patients have the right to inspect and receive copies of their medical records. Under KRS 422.317, a patient must be provided with one free copy of their medical record. For subsequent or additional copies, BARREN RIVER AREA CHILD ADVOCACY CENTER may charge for the copying of the record, as well as supplies, labor, and postage, and the patient should be notified of this cost in advance. The patient should agree to this financial responsibility in writing, in advance. (See form.)

Patients should make requests for records on the attached form, which is then submitted to the privacy officer for action. BARREN RIVER AREA CHILD ADVOCACY CENTER must respond to all requests within 30 days unless the records requested are not maintained or accessible to BARREN RIVER AREA CHILD ADVOCACY CENTER on site in which case BARREN RIVER AREA CHILD ADVOCACY CENTER must respond to the request within 60 days. The deadline for responding to a request may be extended one time for 30 days provided BARREN RIVER AREA CHILD ADVOCACY CENTER informs the patient that there will be a delay and the date by which BARREN RIVER AREA CHILD ADVOCACY CENTER will respond to the patient's request.

BARREN RIVER AREA CHILD ADVOCACY CENTER has the right to deny a patient's request to inspect and copy their medical record. This denial must be in writing and explain why the request has been denied and describe a patient's right to have the denial reviewed and how the patient may exercise this right as well as how the patient may file a complaint with BARREN RIVER AREA CHILD ADVOCACY CENTER or the Secretary for Department of Health and Human Services.

Request for Review. When a licensed health care professional has made a determination to deny the patient access to the requested PHI, and the patient has been sent a denial notice, the patient is entitled to a review of the denial decision. If a patient files a Request for Review of Access to Protected Health Information Denial, assignment of the review will be made to a licensed health care professional who did not participate in the original decision to deny access. The designated reviewer shall review the Patient Request to Access PHI Form and any other information relevant to the request and the denial. The reviewer will provide a written notice of the determination within 30 days, if possible, of the receipt of the information.

Notice of Access to PHI Review Decision. Once the reviewer has made a determination, they must provide notice to the patient with the Notice of Access to Protected Health Information Review Decision and note this on the access log. The patient is not entitled to any further review.

Errors in Completing Request. When the medical records director performs review of the request for access denial and finds errors in the manner the form was completed which

caused the denial, the patient or his/her personal representative may make the changes necessary to allow access.

Grounds to Deny in Whole or Part. If, after review of the request, any of the following circumstances exist, the request should be denied in part or in total, as appropriate, and noted accordingly on the access log:

- i. Access request form is not signed by the patient or his/her personal representative.
- ii. The access request form is signed by the personal representative and information is not provided on the source of his/her authority to act for the patient
- iii. Part or all of the access request relates to a record that is not maintained by BARREN RIVER AREA CHILD ADVOCACY CENTER
- iv. Part or all of the access request relates to information or a record that is not part of the patient's medical record.
- v. Part or all of the access request relates to psychotherapy notes maintained separate from individual medical record.
- vi. Part or all of the access request relates to information that has been compiled in anticipation of or for use in a civil, criminal, or administrative proceeding.
- vii. Part or all of the access request relates to information that is not accessible pursuant to the Clinical Laboratory Improvement Acts.
- viii. Part or all of the access request relates to information created or obtained by BARREN RIVER AREA CHILD ADVOCACY CENTER in the course of research still in progress. That includes treatment of the patient, and the patient agreed to the denial of access when consenting to participate in the research.
- ix. A licensed health care professional has determined that part or all of the access requested by the patient or his/her personal representative is likely to endanger the life or physical safety of the patient or another person.
- x. Part or all of the access request relates to information that makes reference to another person (unless such other person is a health care provider) and a licensed health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person.
- xi. The request is made by an inmate of a correctional institution to receive a copy of the information (an inmate may not receive a copy but does retain the right to inspect the information).
- xii. Part or all of the access request relates to information obtained by BARREN RIVER AREA CHILD ADVOCACY CENTER from other parties under a promise of confidentiality and access would likely reveal the source of the information: or
- xiii. Any other reasons specified by law.

Completing the Patient Access to Protected Health Information Approval/Denial Notice. After review and within the applicable response times defined above, a Patient Access to PHI Approval/Denial Notice shall be sent to each individual requesting access. A copy of the Statement of Rights When Access to PHI Is Denied must be sent to each requestor along with the attached Request for Review of Access to Protected Health Information Denial when access to PHI is denied.

REFERENCE:
45 CFR 164.524

Patient Access to the Medical Record Request Form

I, _____, request access to my medical records for my personal inspection or by _____, my personal representative. (Please request date and time requested for record access.)

Date _____ Time _____

OR

I, _____, request Barren River Area Child Advocacy Center make copies of my medical records for my personal inspection. I understand that these records contain protected health information (PHI). I acknowledge that I am entitled to only one free copy of my medical records. For additional copies of my record, I agree to be responsible for the cost of copying these records, including copying fees, supplies, and postage (if applicable). The charge for this will be \$0.25 per page and I will be charged a minimum of \$3.00. I agree to pay for this prior to the service being rendered.

Patient Signature _____

Patient Printed Name and Date of Birth _____

Date of request _____

REMAINDER OF FORM TO BE COMPLETED BY BARREN RIVER AREA CHILD ADVOCACY CENTER PRIVACY OFFICER

BARREN RIVER AREA CHILD ADVOCACY CENTER Response to Request

Grants all or part of your request _____

Denies all or part of your request _____

For the following reason: (Check all that apply)

Not part of your designated record set: psychotherapy notes maintained separate from individual medical record; information compiled for civil, criminal or administrative actions; information subject to CLIA; information subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR 164 (E); documentation not created by BARREN RIVER AREA CHILD ADVOCACY CENTER.

Denied at the discretion of the practice as the information may be harmful to the patient or a third party

BARREN RIVER AREA CHILD ADVOCACY CENTER does not maintain the PHI that is the subject of the patient's request.

___ Requests a 30-day extension to respond due to _____

___ Patient Request for Review of Access to Protected Health Information Denial

___ Reviewer Appointed on [date] _____

___ Review conducted

___ Decision of Review Notice to patient by [date within 30 days of review request] _____

Medical Record Amendment Policy

Policy effective date: July 1, 2025

Any patient may request that his/her medical record be amended. This request must be in writing and must include the reason for the desired amendment.

BARREN RIVER AREA CHILD ADVOCACY CENTER may accept or deny this request and will inform the patient in writing of the decision within 60 days. One 30-day extension is permitted if the patient is notified of the reason for the delay.

If the request is granted, BARREN RIVER AREA CHILD ADVOCACY CENTER must do the following:

- make the appropriate amendment by identifying the records affected by the amendment and appending or otherwise providing a link to the location of the amendment;
- inform the patient;
- inform persons of the amendment who have been identified by the patient as having received the PHI that is the subject of the amendment prior to the amendment; and
- inform persons of the amendment who are known to BARREN RIVER AREA CHILD ADVOCACY CENTER, including business associates, as having received the PHI that is the subject of the amendment prior to the amendment.

A request for amendment may be denied for the following reasons:

- information is not part of the designated record set;
- information is complete and accurate;
- under HIPAA the patient is restricted from accessing or amending this information; or
- the PHI was not created by BARREN RIVER AREA CHILD ADVOCACY CENTER, unless the patient provides a reasonable basis to believe the originator of the PHI is no longer available to act on the requested amendment.

If the request is denied, a written denial must be supplied to the patient which contains the following:

- basis for the denial;
- description of the patient's right to submit a written statement of disagreement with the denial and how to file such a statement;
- a statement that if the patient does not submit a statement of disagreement, the individual may request BARREN RIVER AREA CHILD ADVOCACY CENTER provide the request for amendment and denial with any future disclosures; and

- a description of how the patient file a complaint with BARREN RIVER AREA CHILD ADVOCACY CENTER or the Secretary of the Department for Health and Human Services.

If a patient submits a written statement of disagreement, BARREN RIVER AREA CHILD ADVOCACY CENTER may prepare a written rebuttal. If a written rebuttal is prepared, a copy must be provided to the patient.

All submissions by the patient and responses by BARREN RIVER AREA CHILD ADVOCACY CENTER must be retained for six (6) years. Future releases of the patient's protected health information (PHI) must include the request for amendment, the denial, a written statement of disagreement (if any) and written rebuttal (if any).

Requests for amendment of medical records should be submitted to the privacy officer for action.

REFERENCE:
45 CFR 164.526

Medical Record Amendment Request Form

I, _____, request that Barren River Area Child Advocacy Center amend my medical record because:
(*Explain what is to be amended and why.*)

For my medical record to be more complete/accurate, it should say:

Patient signature: _____

Printed name and date of birth: _____

Date of request: _____

Privacy Officer Action/Comments:

Action must be taken within 60 days of the receipt of the request

___ Request approved without change.

Request denied for the following reason:

___ Information not created by BARREN RIVER AREA CHILD ADVOCACY CENTER

___ Information is not part of your designated record set.

___ The information is accurate and complete.

___ Under HIPAA the patient is restricted from accessing or amending this information.

___ BARREN RIVER AREA CHILD ADVOCACY CENTER requests a 30-day extension to respond due to: _____

Signature of Privacy Officer: _____

On _____ (date) _____ (name) filed a statement of disagreement to BARREN RIVER AREA CHILD ADVOCACY CENTER denial of their request for amendment that was dated _____. BARREN RIVER AREA CHILD ADVOCACY CENTER responds to this statement of disagreement as follows:

Signed by: _____ Date: _____

Confidentiality Policy

Effective date of policy: July 1, 2025

All employees, staff, contractors, and agents of our practice will be trained to respect the health care information of the patients of our practice. They will treat all medical, personal, biometric, and financial information as confidential.

All employees, staff, contractors, and agents of our practice will receive confidentiality training and sign confidentiality agreements annually.

Staffers will, to the best of their ability, ensure confidentiality and privacy with regard to history, records, and discussions about the people they serve. The very fact that an individual is served by the BARREN RIVER AREA CHILD ADVOCACY CENTER must be kept private or confidential. Disclosure may be made only under specified conditions which are described fully in BARREN RIVER AREA CHILD ADVOCACY CENTER's HIPAA Compliance Plan, Policy, Procedures and Forms. This means that staff shall not disclose any information about a person, including the fact that the person is or is not served by the organization, to anyone outside of this organization unless authorized by the Executive Director or other authorized personnel. The principle of confidentiality must be maintained in all programs, departments, functions, and activities.

No information requested by anyone outside the BARREN RIVER AREA CHILD ADVOCACY CENTER will be given over the telephone, including whether or not a person is or has been served by the BARREN RIVER AREA CHILD ADVOCACY CENTER. The BARREN RIVER AREA CHILD ADVOCACY CENTER staff is instructed to respond with the statement, BARREN RIVER AREA CHILD ADVOCACY CENTER policy does not permit me to give out this information”.

The BARREN RIVER AREA CHILD ADVOCACY CENTER staff will not discuss any individual’s record with unauthorized individuals, whether on or off duty. All staffers are required to sign a confidentiality acknowledgement stating their responsibility and commitment with regard to client information.

Any person who violates any provision of BARREN RIVER AREA CHILD ADVOCACY CENTER HIPAA Compliance Plan, Policy, Procedures and Forms will be disciplined and risks immediate termination or future refusal to accept volunteer services.

BARREN RIVER AREA CHILD ADVOCACY CENTER will not intimidate, threaten, coerce, discriminate against or take other retaliatory action against any staff who files a complaint with the Secretary of the Department of Health and Human Services under the HIPAA Privacy Regulations; testifies, assists or participates in an investigation, compliance review, proceeding or hearing conducted under the HIPAA Privacy Regulations; or opposes any act or practice made unlawful by the HIPAA Privacy Regulations provided the staff believes in good faith the practice opposed is unlawful.

Staff is not considered to have violated BARREN RIVER AREA CHILD ADVOCACY CENTER HIPAA Compliance Plan, Policy, Procedures and Forms if the staff believes in good faith that BARREN RIVER AREA CHILD ADVOCACY CENTER is engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services or conditions provided by BARREN RIVER AREA CHILD ADVOCACY CENTER potentially endangers a patient, staff or the public and the staff makes a disclosure to a health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of BARREN RIVER AREA CHILD ADVOCACY CENTER or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by BARREN RIVER AREA CHILD ADVOCACY CENTER or an attorney retained by the staff member for the purpose of determining the legal options of the staff member.

REFERENCES:

- 45 CFR 164.502(j)
- 45 CFR 164.530(b)
- 45 CFR 164.530(c)
- 45 CFR 164.530(e)
- 45 CFR 164.530(g)

Staff Confidentiality and Non-Disclosure Agreement

This agency guarantees complete confidentiality to its clients and program participants to the full extent allowed by state and federal law Confidential information relating to clients may only be released in a manner and under the circumstances described by BARREN RIVER AREA CHILD ADVOCACY CENTER HIPAA Compliance Plan, Policy, Procedures and Forms.

All employees and all volunteers must respect the guarantee of confidentiality. Any violation will result in disciplinary action, which could result in termination of employment or future refusal to accept volunteer services.

I do affirm that I will not divulge BARREN RIVER AREA CHILD ADVOCACY CENTER DATA TO ANY UNAUTHORIZED PERSON FOR ANY REASON. Neither will I directly nor indirectly use, or allow the use of, BARREN RIVER AREA CHILD ADVOCACY CENTER data for any purpose other than that directly associated with my official assigned duties. I understand that ALL PATIENT INFORMATION, including financial data, is strictly confidential.

Violation of confidentiality is cause for disciplinary action, including immediate dismissal.

I understand that signing this document does not preclude me from reporting instances of breach of confidentiality.

I have read and understand the BARREN RIVER AREA CHILD ADVOCACY CENTER Confidentiality Policy and the HIPAA Compliance Plan, Policy, Procedures and Forms.

Upon acceptance of a staff or volunteer position with this agency, I agree to abide by the above statement of confidentiality. This agreement supersedes all other confidentiality statements that may have been previously signed.

Employee
Signature _____ Date _____

HIPAA Training Agenda for Employees and Volunteer Workers

- ___ What is HIPAA and how does it apply to this office?
- ___ Introduction of privacy officer and explanation of role.
- ___ Explanation of policies and forms:
 - ___ Notice of Privacy Practices (NPP)
 - ___ Permitted Uses and Disclosures of PHI
 - ___ Uses and Disclosures which do not require an authorization or opportunity to agree or object
 - ___ Verification of Identity and Authority of Persons Requesting PHI
 - ___ Authorization for release of protected health information (PHI)
 - ___ Personal Representatives
 - ___ Request for Restrictions
 - ___ Right to Confidential Communications
 - ___ Patient amendment of the medical record
 - ___ Patient access to the medical record
 - ___ Accounting of disclosures
 - ___ Business Associate Agreements
 - ___ Patient privacy complaint
 - ___ Explanation of minimum necessary standard
 - ___ Mitigation Policy
 - ___ Definitions
- ___ Sign confidentiality agreement.
- ___ Administer test (if desired).

Date of training: _____

Employees attending: _____

Person providing training: _____

Accounting of Disclosures Policy

Effective date of policy: July 1, 2025

A patient has a right to receive an accounting of disclosures of PHI made by BARREN RIVER AREA CHILD ADVOCACY CENTER in the six years prior to the request for an accounting.

BARREN RIVER AREA CHILD ADVOCACY CENTER is not required to account for disclosures made: to the patient, for treatment, payment or health care operations, pursuant to an authorization, to persons involved in the patient's care, for national security or intelligence, to correctional institutions or law enforcement officials, as part of a limited data set, incidental to a permitted use or disclosure, or that occurred prior to July 1, 2025.

BARREN RIVER AREA CHILD ADVOCACY CENTER will log or document the following types of disclosures:

- made to business associates (unless the business associate is performing treatment, payment or health care operations);
- required by law (45 CFR 164.512(a));
- required for public health activities (45 CFR 164.512(b));
- about victims of abuse, neglect or domestic violence (45 CFR 164.512(c));
- for health oversight purposes (45 CFR 164.512(d));
- for judicial and administrative proceedings (45 CFR 164.512(e));
- for law enforcement purposes (45 CFR 164.512(f));
- to the coroner, medical examiner or funeral director concerning deceased individuals (45 CFR 164.512(g));
- for cadaveric organ, eye or tissue donation purposes (45 CFR 164.512(h));
- for research purposes (45 CFR 164.512(i));
- to avert a serious threat to health or safety (45 CFR 164.512(j));
- relating to military and veterans activities and protective services for the President and others (45 CFR 164.512(k));
- for workers' compensation purposes (45 CFR 164.512(l)); and
- for fund raising purposes.

A patient's right to receive an accounting of disclosures may be suspended if such a providing an accounting of disclosure would interfere with an investigation conducted by a health oversight agency or law enforcement official, provided the agency or official provides a written statement asserting that the provision of an accounting would reasonably likely impede the activities of the agency or official and specifies a time period for the suspension of this right. Such a suspension of this right may be requested and implemented based on an oral statement from a health oversight agency or law enforcement official if such oral statement is properly documented. In the case of an oral statement, the suspension period is limited to 30 days unless a written statement extending this time period is submitted by the agency or official.

An accounting must include: the date of disclosure, the name of the entity or person who received the PHI, person's address, a brief description of the PHI disclosed, and a brief statement of purpose for the disclosure.

The patient is allowed one accounting per year at no charge. If a patient makes additional requests within a twelve month period, BARREN RIVER AREA CHILD ADVOCACY CENTER may charge for this service, PROVIDED the patient is informed of the approximate charge in advance and agrees to it. BARREN RIVER AREA CHILD ADVOCACY CENTER must retain documentation of any accounting made to an individual.

BARREN RIVER AREA CHILD ADVOCACY CENTER will respond to the request for accounting within 60 days of the receipt of the request, but may have a one-time 30-day extension in which to respond to or comply with the request from the patient if a written statement is provided to the patient explaining the delay.

REFERENCE:
45 CFR 164.528

Accounting of Non-Authorized Use or Disclosure Request Form

I, _____, request that BARREN RIVER
AREA CHILD ADVOCACY CENTER provide me with an accounting of any and all applicable “non-authorized” uses and disclosures of my protected health information (PHI) between _____ (beginning date) and _____ (ending date).

I would like to limit this request for accounting to include disclosures only pertaining to:

I understand that I may be charged for this information if I have previously requested this information within the last 12 months. I have been informed of the approximate cost of \$1.00 per page, and agree to be financially responsible for this charge.

Patient signature: _____

Printed name and date of birth: _____

Date: _____

Minimum Necessary Disclosure Policy

Effective date of policy: July 1, 2025

All uses, disclosures of, or requests for protected health information (PHI) will be limited to the minimum amount necessary to accomplish the stated purpose. Professional judgment will determine the amount of information to be released. The minimum necessary standard is not intended to impede the provision of quality health care.

Disclosures of PHI between providers for treatment, to the patient, pursuant to an authorization, to the Secretary of Health and Human Services or required by law are exempt from the minimum necessary rule.

REFERENCES:

45 CFR 164.502(b)
45 CFR 164.514(d)

Privacy Complaint Policy

Effective date of policy: July 1, 2025

Patients have a right to file a formal complaint if they feel we have not adequately protected their privacy. This complaint must be submitted in writing to the privacy officer or may be submitted directly to the U.S. Department of Health and Human Services Secretary. A complaint filed with the U.S. Department of Health and Human Services must be submitted within 180 days of the event of concern.

The privacy officer is responsible for the investigation and resolution of the complaint. The Privacy Officer must document all privacy complaints received and their disposition and their investigation.

The practice must maintain a record of the complaints and the resolution, if applicable, for six (6) years.

BARREN RIVER AREA CHILD ADVOCACY CENTER may not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against individuals who make a privacy complaint.

REFERENCE:

45 CFR 164.530(d)

45 CFR 160.306

Business Associate Agreement Protocol

Effective Date: July 1, 2025

Under the Health Insurance Portability and Accountability Act of 1996, BARREN RIVER AREA CHILD ADVOCACY CENTER (inclusive of subsidiaries) is required to ensure that all individuals and organizations who have been deemed “Business Associates” (as that term is defined in the 45 CFR 164.501) follow our policies and procedures on protecting our client’s health information. This includes both current Business Associates (BA’s) as well as future BA’s. The Privacy Officer shall make the final determination as to 1) whether the organization with whom BARREN RIVER AREA CHILD ADVOCACY CENTER has a relationship is a BA within the meaning of 45 CFR 164.501, and 2) whether BARREN RIVER AREA CHILD ADVOCACY CENTER has received adequate, written assurances that the other entity will abide by our privacy and security policies.

Step One: Determining BARREN RIVER AREA CHILD ADVOCACY CENTER Business Associates

45 CFR 164.501 defines a Business Associate as an entity that performs certain services “for” BARREN RIVER AREA CHILD ADVOCACY CENTER, or an entity that acts on behalf of BARREN RIVER AREA CHILD ADVOCACY CENTER as long as the services involve the use or disclosure of our client’s protected health information. Some examples of services that may be performed by a Business Associate are:

- Legal
- Actuarial
- Accounting
- Consulting
- Management
- Administrative accreditation
- Data aggregation
- Financial services

If any entity performs the above-mentioned services on behalf of BARREN RIVER AREA CHILD ADVOCACY CENTER and the entity will use or disclose protected health information, they are deemed a Business Associate and therefore require the appropriate safeguards in any agreement.

Some entities may be obvious Business Associates; others, however, may require more investigation. The Privacy Officer needs to review each entity’s agreement with BARREN RIVER AREA CHILD ADVOCACY CENTER as well as how the other entity interacts with BARREN RIVER AREA CHILD ADVOCACY CENTER. Upon reasonable investigation, the Privacy Officer will determine whether there is a need for the Business Associate safeguards as specified in the federal regulations.

Step Two: Business Associate Agreements

Current Business Associates

For current Business Associates, the Privacy Officer should contact the Business Associate and inform them that under federal regulations, BARREN RIVER AREA CHILD ADVOCACY CENTER must attach an Addendum to the current contract between the two organizations. This Addendum will add to the current agreement the additional language in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq. See the Business Associate Addendum below. The Privacy Officer should contact the Business Associate as soon as practicable, and should send the Addendum to the Business Associate for their approval, along with a copy of BARREN RIVER AREA CHILD ADVOCACY CENTER privacy policies.

Potential Business Associates

When BARREN RIVER AREA CHILD ADVOCACY CENTER begins a new relationship with another organization that involves the use or disclosure of protected health information, the other organization should be deemed a Business Associate. The Privacy Officer must include in the agreement between BARREN RIVER AREA CHILD ADVOCACY CENTER and the other organization language that stipulates the other organization must abide by BARREN RIVER AREA CHILD ADVOCACY CENTER privacy policies and procedures.

SAMPLE BUSINESS ASSOCIATE AGREEMENT
SEE RELATED GUIDE FOR COMPLETION

[1]

Business Associate Agreement

[2]

This Business Associate Agreement (this “Agreement”) is entered into effective as of [3], by and among [4] (herein “Covered Entity”) and [5] (herein “Business Associate”) in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated there under, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”) [Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”].

STATEMENT OF AGREEMENT

§1. HIPAA Compliance and Agents. Business Associate hereby agrees to fully comply with the “Business Associate” requirements under HIPAA, throughout the term of this Agreement. Further, Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, employee, subsidiary, and affiliate of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will be required to fully comply with HIPAA, and will be bound by written agreement to the same restrictions and terms and conditions as set forth in this Agreement.

§2. Use and Disclosure; Rights. Business Associate agrees that it shall not to use or disclose PHI except as permitted under this Agreement or as required by law. Business Associate acknowledges that this Agreement does not in any manner grant Business Associate any greater rights than Covered Entity enjoys, nor shall it be deemed to permit or authorize Business Associate to use or further disclose PHI in a manner that would otherwise violate the requirements of HIPAA if done by Covered Entity.

§4. Safeguards; Location. Business Associate agrees to develop and use appropriate procedural, physical, and electronic safeguards to prevent misuse of PHI other than as provided by this Agreement. Business Associate agrees to notify Covered Entity of the location of any PHI disclosed by Covered Entity or created by Business Associate on behalf of Covered Entity and held by or under the control of Business Associate or those to whom Business Associate has disclosed such PHI.

§5. Minimum Necessary. Business Associate must limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the

requirements of HIPAA. Business Associate represents that all uses, disclosures, and requests it will make shall be the minimum necessary in accordance with HIPAA requirements. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by HIPAA, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from Covered Entity.

§6. Records; Covered Entity Access. Business Associate shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate in the sole discretion of Covered Entity. Business Associate shall provide the Covered Entity with reasonable access to examine and copy such records and documents of Business Associate during normal business hours. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any other administrative or judicial body with jurisdiction.

§7. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to DHHS its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's or Business Associate's compliance with HIPAA.

§8. Designated Record Set; Individual Access. Business Associate shall maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI. In accordance with an individual's right to access to their own PHI under HIPAA, Business Associate shall make available all PHI in that designated record set to the individual to whom that information pertains, or such individual's representative, all PHI in that designated record set, upon a request by such individual or such individual's representative.

§9. Accounting. Business Associate shall make available PHI or any other information required to provide, or assist in preparing, an accounting of disclosures in accordance with HIPAA.

§10. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not provided for by this Agreement.

§11. Amendment of and Access to PHI; Notification. Business Associate shall make available PHI for amendment and shall incorporate any amendments to PHI accordingly. Business Associate shall make reasonable efforts to notify persons, organizations, or other entities, including other business associates, known by Business Associate to have received the erroneous or incomplete information and who may have

relied, or could foreseeably rely, on such information to the detriment of the individual patient. Business Associate must update this information when notified by Covered Entity.

§12. Termination Rights. [6] Business Associate acknowledges and agrees that Covered Entity shall have the right to immediately terminate this Agreement in the event Business Associate fails to comply with HIPAA requirements concerning PHI and the above requirements. This Agreement authorizes Covered Entity to terminate the Agreement, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the Agreement required by HIPAA.

§13. Breach or Violation; Knowledge. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall take any steps reasonably necessary to cure such breach or end such violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to §12, or (b) if termination is not feasible, report the breach or violation to DHHS. If Business Associate as a covered entity, defined by HIPAA, violates the terms and conditions of this Agreement in its capacity as a business associate of another covered entity, Business Associate will be in noncompliance with the standards, implementation specifications, and requirements of HIPAA.

§14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information or, (b) if such return or destruction is not feasible, extend the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

§15. Notices. All notices and other communications under this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, telecopied (which is confirmed) to that Party at the telecopy number for that Party set forth at the end of this Agreement, mailed by certified mail (return receipt requested) to that Party at the address for that Party set forth at the end of this Agreement (or at such other address for such Party as such Party shall have specified in a notice to the other Parties), or delivered to Federal Express, UPS, or any similar express delivery service for delivery to that Party at that address.

§16. Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

§17. Gender and Numbers; Headings. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.

§18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

§19. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

§20. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be transferred or assigned by Business Associate without the prior written consent of Covered Entity.

§21. Severability; Governing Law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.

§22. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents.

§23. Further Assurances. Each Party shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

Acknowledged and agreed to by:

[4]
[7]

Date

[5]
[8]

Date

Guide For Completion Of Sample Business Associate Agreement

- [1] If a business associate is required by law to perform a function or activity on behalf of a covered entity or to provide a service described in the definition of a business associate in 45 C.F.R. §160.103 to a covered entity, such covered entity may disclose PHI to the business associate to the extent necessary to comply with the legal mandate without meeting the requirements of 45 C.F.R. §164.504(e) contained within this Agreement, provided, the covered entity attempts in good faith to obtain satisfactory assurances as required by 45 C.F.R. §164.504(e)(3)(i) (where both parties are governmental entities, they execute a memorandum of understanding or other law, including regulations enacted by the covered entity that apply to the parties, accomplish the same objectives) and if the covered entity fails, it documents the attempt and the reasons for failure. See, 45 C.F.R. §164.504(3)(ii).
- [2] If both parties are governmental entities they may, in lieu of executing a business associate agreement, either, execute a “MEMORANDUM OF UNDERSTANDING”, or identify or enact regulations that are applicable to the covered entity and business associate that accomplish these same objectives. See, 45 C.F.R. §164.504(e)(3)(I).
- [3] Effective date of Agreement.
- [4] Name of covered entity.
- [5] Name of business associate.
- [6] May omit “Termination Rights” if inconsistent with either party’s statutory obligations. See, 45 C.F.R. §164.504(e)(3)(iii).
- [7] Address and telephone/telecopy number for covered entity party to this Agreement.
- [8] Address and telephone/telecopy number for business associate party to this Agreement.

PLEASE CONSULT YOUR LEGAL COUNSEL BEFORE USING THIS
DOCUMENT.

Business Associate Addendum

This Business Associate Addendum (this "Addendum") is entered into effective as of _____, 20____, by and among _____ (herein "Covered Entity") and _____ (herein "Business Associate") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated there under, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA") [Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties"]. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA. This Addendum amends the terms and conditions of and is hereby incorporated as part of that certain Agreement between Covered Entity and Business Associate dated _____ and entitled _____ (the "Agreement") [this Addendum and the Agreement will be referred to hereinafter collectively as the "Agreement"].

STATEMENT OF AGREEMENT

§1. HIPAA Compliance and Agents. Business Associate hereby agrees to fully comply with the "Business Associate" requirements under HIPAA, including, without limitation, 45 C.F.R. §164.502(e) and §164.504(e), throughout the term of this Agreement. Further, Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, employee, subsidiary, and affiliate of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will be required to fully comply with HIPAA, and will be bound by written agreement to the same restrictions, terms and conditions as set forth in this Agreement. If Covered Entity is required by HIPAA to maintain a Notice of Privacy Policies, Business Associate acknowledges that it has received a copy of such notice, read and understands its terms, conditions, and hereby agrees to the extent applicable, to comply and act in accordance with such Notice as it may be amended from time to time by Covered Entity.

§2. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement and HIPAA. Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement including without limitation

in order to properly manage and administer its business, (b) to carry out its legal responsibilities if the disclosure is required by law, or (c) for data aggregation functions, as defined by HIPAA. If pursuant to subsections (a), (b), or (c) above, Business Associate discloses PHI to others, the Business Associate must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

§3. Safeguards; Location. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, sufficient to comply with the requirements of HIPAA, to prevent any use or disclosure of PHI other than as permitted or required by this Agreement. Business Associate agrees to notify Covered Entity of the location of any PHI disclosed by Covered Entity or created by Business Associate on behalf of Covered Entity and held by or under the control of Business Associate or those to whom Business Associate has disclosed such PHI.

§4. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of HIPAA. Business Associate covenants that in all uses, disclosures, and requests it will include only the minimum amount of PHI necessary to accomplish the permitted or required use or disclosure as set forth by the agreement and in accordance with the requirements of HIPAA. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by HIPAA, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from Covered Entity.

§5. Records; Covered Entity Access. Business Associate shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures, other than as for treatment, payment, or healthcare operations, pursuant to a valid authorization, or otherwise excepted from the accounting requirement under HIPAA, made by Business Associate as may be deemed necessary and appropriate in the sole discretion of Covered Entity. Business Associate shall provide the Covered Entity with reasonable access to examine and copy such records and documents of Business Associate during normal business hours.

§6. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to DHHS its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's or Business Associate's compliance with HIPAA. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any

other administrative or judicial body with jurisdiction, including, but not limited to, disclosing, providing access to or an accounting of any PHI as Covered Entity may request.

§7. Designated Record Set; Individual Access. Business Associate shall maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI. In accordance with an individual's right to access to their own PHI under HIPAA and the individual's right to copy or append such records, Business Associate shall make available all PHI in that designated record set to Covered Entity, the individual to whom that information pertains or such individual's representative, upon a request by Covered Entity, the individual or such individual's representative.

§8. Accounting. Beginning July 1, 2025, Business Associate shall promptly make available to Covered Entity any PHI or any other information required to prepare, or assist in preparing, an accounting of disclosures in accordance with HIPAA. Business Associate agrees to document disclosures of PHI related to disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures. Business Associate must have this information and documentation available for the six (6) years preceding any request by such Covered Entity.

§9. Report of Improper Use or Disclosure. Business Associate shall immediately report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement. This report shall identify the nature of the violating use or disclosure, the PHI used or disclosed, who made the violating use or received the disclosure, what corrective action Business Associate has or will take to prevent further violations, including any mitigation, and provide any other information Covered Entity requests.

§10. Amendment of and Access to PHI; Notification. Business Associate shall make available PHI for amendment and shall incorporate any amendments to PHI in accordance with HIPAA. Business Associate shall make reasonable efforts to notify persons, organizations, or other entities, including, but not limited to, other business associates, known by Business Associate to have received erroneous or incomplete PHI and who may have relied, or could foreseeably rely, on such PHI to the detriment of the individual. Business Associate must update this information as requested by Covered Entity.

§11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual or of any changes in or revocation of an authorization or other permission by an individual, to the extent that such restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

§12. Termination Rights; Mitigation. Business Associate acknowledges and agrees that Covered Entity shall have the right to terminate this Agreement in accordance with this §12 and §13 in the event Business Associate breaches or fails to comply with the requirements set forth in this Addendum. In addition, Covered Entity may immediately terminate the Agreement, if Covered Entity determines, in its reasonable

discretion, that Business Associate has failed to comply with a material term of the Addendum required by HIPAA or is substantially not in compliance with the requirements of HIPAA. In addition to its obligations under Sections 9 and 10 of this agreement, Business Associate shall take any other reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

§13. Breach; Knowledge. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a breach or violation of Business Associate's obligations under this Addendum, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity shall either (a) terminate this Agreement, if feasible, or (b) if cure and termination are not feasible, discontinue disclosure of PHI to Business Associate and report the breach or violation to DHHS. If Business Associate as a covered entity, defined by HIPAA, violates the terms and conditions of this Agreement or any other agreement in its capacity as a business associate of another covered entity, Business Associate will be, for purposes of §12 of this Addendum, substantially not in compliance with HIPAA.

§14. Electronic Standards and Code Sets Regulations. If Business Associate or any of its subcontractors or agents conducts in whole, or in part, electronic transactions on behalf of covered entity of the type covered by HIPAA any regulations promulgated pursuant thereto, including Standards for Electronic Transactions and Electronic Code Sets, Standards for Security, or others, Business Associate will, and will require any of its subcontractors or agents to comply with each applicable requirement of such regulations.

§15. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall, at its expense, (a) return or destroy all PHI received from, or created or received by Business Associate or any of Business Associate's subcontractors or agents on behalf of, Covered Entity that Business Associate or its subcontractors or agents maintain or control in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

§16. Indemnification. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent in accordance with and to the fullest extent permitted by applicable law, including from and against any claim, cause of action, liability, damage, cost, or expense, including attorney's fees and court or proceeding costs, arising out of or in connection with any violation of this Agreement or the requirements of HIPAA by Business Associate or any of its subcontractors or agents or persons under Business Associate's control.

§17. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Business Associate under Section 15 of this Agreement shall survive termination or

expiration of this Agreement.

§18. Further Assurances; Conflicts. Each Party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement. The terms and conditions of this Addendum will override and control any conflicting term or condition of the Service Agreement. All non-conflicting terms and conditions of the Service Agreement shall remain in full force and effect. Any ambiguity in this Addendum with respect to this Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA.

Acknowledged and agreed to by:

COVERED ENTITY

By _____
Print Name _____ Date _____
Its _____

Address: _____

BUSINESS ASSOCIATE

By _____
Print Name _____ Date _____
Its _____

Address: _____

Mitigation Policy

Effective Date: July 1, 2025

All suspected breaches of confidentiality or violations of BARREN RIVER AREA CHILD ADVOCACY CENTER HIPAA Compliance Plan, Policy, Procedures & Forms must be communicated to the Privacy Officer. The Privacy Officer shall investigate all allegations of breaches of confidentiality or policy violations.

If the Privacy Officer determines that staff has breached confidentiality or any provision of BARREN RIVER AREA CHILD ADVOCACY CENTER HIPAA Compliance Plan, Policy, Procedures & Forms the sanctions set out in the Confidentiality Policy shall be carried out.

If the Privacy Officer determines that a Business Associate has breached confidentiality or any provision of the HIPAA Privacy Regulations or the Business Associate's contractual duties owed to BARREN RIVER AREA CHILD ADVOCACY CENTER, the sanctions and terminations provisions described in the Business Associate Agreement or Addendum as applicable shall be carried out.

In cases of a breach of confidentiality or any provision of BARREN RIVER AREA CHILD ADVOCACY CENTER HIPAA Compliance Plan, Policy, Procedures & Forms, the Privacy Office shall also determine whether any harm from the breach or violation has occurred or is likely to occur. The Privacy Officer, to the extent practicable, shall take appropriate action to attempt to eliminate or mitigate any harm.

Notice of Breach to Individual Patients: BARREN RIVER AREA CHILD ADVOCACY CENTER shall, following the discovery of a breach of unsecured PHI, notify each patient in writing whose unsecured PHI has been, or is reasonably believed by BARREN RIVER AREA CHILD ADVOCACY CENTER to have been, accessed, acquired, used, or disclosed as a result of such breach. A breach shall be treated as discovered by BARREN RIVER AREA CHILD ADVOCACY CENTER's as of the first day on which such breach is known to BARREN RIVER AREA CHILD ADVOCACY CENTER's, or, by exercising reasonable diligence would have been known to BARREN RIVER AREA CHILD ADVOCACY CENTER's. BARREN RIVER AREA CHILD ADVOCACY CENTER shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member or agent of the covered entity. BARREN RIVER AREA CHILD ADVOCACY CENTER shall provide the notification without unreasonable delay and in no case later than 60 days after discovery of the breach. In any case deemed by BARREN RIVER AREA CHILD ADVOCACY

CENTER to require urgency because of possible imminent misuse of unsecured PHI, BARREN RIVER AREA CHILD ADVOCACY CENTER may provide information to patients by telephone or other means, as appropriate, in addition to the written notice.

Notification to the Secretary: BARREN RIVER AREA CHILD ADVOCACY CENTER shall, following the discovery of a breach, notify the Secretary of the Department for Health and Human Services. BARREN RIVER AREA CHILD ADVOCACY CENTER shall maintain a log or other documentation of such breaches and not later than 60 days after the end of each calendar year, provide notice to the Secretary for breaches discovered during the preceding calendar year.

Notification by a Business Associate: A Business Associate must notify BARREN RIVER AREA CHILD ADVOCACY CENTER of any breach without unreasonable delay and in no case later than 60 days after discovery of the breach. BARREN RIVER AREA CHILD ADVOCACY CENTER shall provide notice to any patient(s) affected by such a breach.

Notification to the Media: For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction BARREN RIVER AREA CHILD ADVOCACY CENTER shall, following the discovery of the breach notify prominent media outlets serving the State or jurisdiction without unreasonable delay and in no case later than 60 calendar days after discovery of a breach.

REFERENCES:

45 CFR 164.530(f)

Privacy Officer and Policies

Effective Date: July 1, 2025

The duties of privacy officer will be carried out by the Executive Director.

The privacy officer is responsible for developing and implementing the BARREN RIVER AREA CHILD ADVOCACY CENTER HIPAA Compliance Plan, Policy, Procedures & Forms. The privacy officer is responsible for revising the HIPAA Compliance Plan, Policy, Procedures & Forms as changes in state, and federal laws affecting the privacy of PHI occur.

The privacy officer is also responsible for receiving and responding to patient complaints, requests for access to records, requests for amendments to records, requests for restrictions, requests for accountings of disclosures and conducting investigations into violations of these policies.

REFERENCES:

45 CFR 164.530(a) & (i)

Definitions

Authorization: A valid authorization is a document that contains the following elements: description of the information to be used or disclosed that identifies the information in a specific fashion; the name and identification of the person authorized to make the use or disclosure; the name and identification of the person to whom the entity may make the use or disclosure; an expiration date of event; a statement of the individual's right to revoke in writing and exceptions to the right to revoke the authorization; a statement that the information to be used or disclosed may be subject to re-disclosure by the recipient and no longer protected by law; signature of the individual and date; and if the authorization is signed by a legal representative of the individual, a description of the representative's authority to act for the individual.

Breach means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of this part which compromises the security or privacy of the protected health information.

A. Breach excludes:

1. Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of this part.
2. Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under subpart E of this part.
3. A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. Except as provided in paragraph (1) of this definition, an acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the protected health information or to whom the disclosure was made;
3. Whether the protected health information was actually acquired or viewed; and
4. The extent to which the risk to the protected health information has been mitigated.

Business associate:

(1) Except as provided in paragraph (2) of this definition, *business associate*

means, with respect to a covered entity, a person who:

- (i) On behalf of such covered entity or of an organized health care arrangement (as defined in § 164.501 of this subchapter) in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, performs, or assists in the performance of:
 - (A) A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
 - (B) Any other function or activity regulated by this subchapter; or
- (ii) 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 individually identifiable health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

Designated record set means:

- (1) A group of records maintained by or for a covered entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- (2) For purposes of this paragraph, 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.

Health care operations means any of the following activities of the covered entity to the extent that the activities are related to covered functions:

- (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;
- (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) Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;

(4) 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; and

(5) 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 this subchapter;

(ii) Customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that protected health information 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 a 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, fundraising for the benefit of the covered entity."

Health oversight agency means an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is authorized by law to oversee the health care system (whether public or private) or government programs in which health information is necessary to determine eligibility or compliance, or to enforce civil rights laws for which health information is relevant.

Law enforcement official means an officer or employee of any agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, who is empowered by law to:

- (1) Investigate or conduct an official inquiry into a potential violation of law; or
- (2) Prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law

Protected Health Information or PHI is information that is a subset of health information, including demographic information collected from an individual, and:

(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Payment means the activities undertaken by providers to obtain or provide reimbursement for the provision of health care; and include, but are not limited to: determinations of eligibility or coverage (including coordination of benefits or the determination of cost

sharing amounts), and adjudication or subrogation of health benefit claims; 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; review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges; utilization review activities, including pre-certification and preauthorization of services, concurrent and retrospective review of services; and disclosure to consumer reporting agencies of any of the following protected health information 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.

Psychotherapy notes means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record. *Psychotherapy notes* excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: Diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

Public health authority means an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

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."

REFERENCE:
45 CFR 164.501
4936-1738-9648, v. 1