UNIVERSITY of NORTH CAROLINA
at CHAPEL HILL
SCHOOL of NURSING

HIPAA Policies and Procedures Manual
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I. Introduction
A. General Policy – The UNC Chapel Hill School of Nursing is committed to protecting the privacy of individual health information in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the resulting regulations. These policies and procedures apply to protected health information created, acquired, or maintained by the designated covered components of the School after February 28, 2011. The statements in this Manual represent the School’s general operating policies and procedures. The School will conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the covered entity or business associate every two years or sooner if it experiences a significant change in its security environment. For additional details regarding these policies and procedures see 45 C.R.R. Parts 160, 162, and 164

B. Scope – The UNC Chapel Hill School of Nursing is considered a hybrid entity as defined in section 45 C.F.R. 164.103 and includes both covered and no-covered components which include:
UNC Chapel Hill School of Nursing Faculty Practice
Carolina Community Clinic
Administrative services and/or support personnel within the School of Nursing may also be designated as covered components.

II. Definitions
Business Associate is a person or entity who, on behalf of a covered entity performs or assists in performance of a function or activity involving the use or disclosure of protected health information or any other function or activity regulated by the HIPAA Administrative Simplification Rules, including the Privacy Rule. Business Associates are also persons or entities performing legal, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for a covered entity where performing those services involves disclosure or individually identifiable health information by the covered entity or another business associate of the covered entity to that person or entity. Employees of a covered entity are not business associates by definition. A covered entity may be a business associate of another covered entity.

Covered Entity is a health plan, health care clearinghouse, or a health care provider who transmits health information in electronic form in connection with a transaction for which the US Department of Health and Human Services has adopted a standard.

Covered Functions are those functions of a covered entity the performance of which makes the entity a health plan, health care provider or health care clearinghouse.

Disclosure is the release, transfer, access to, or divulging of information in any manner outside the entity holding the information.

Electronic Media is electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or transmission media used to exchange information already in electronic storage media.

Health Care Provider is a provider of services, a provider of medical or health services, and any other person or organization who furnishes, bills, or is paid for health care in the normal course of business.

Health Information is any information whether oral or recorded in any form or medium that 1) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or
university, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present for future payment for the provision of health care to an individual.

**Hybrid Entity** is a single legal entity that is a covered entity, performs business activities that include both covered and non-covered functions, and designates its health care components as provided in the Privacy Rule.

**Individually Identifiable Health Information** 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 of an individual; and a) that identifies the individual; or b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Protected Health Information (PHI)** is individually identifiable information transmitted or maintained in electronic media (ePHI), or transmitted or maintained in any form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) and employment records held by a covered entity in its role as employer.

### III. General Policies and Procedures

#### A. Authorization to Use or Disclose Protected Health Information

1. **Policy**
   
The UNC Chapel Hill School of Nursing will obtain an individual’s authorization to use or disclose protected health information in accordance with HIPAA and its regulations. Generally, designated covered components do not need to obtain an individual’s authorization when using and disclosing protected health information for routine purposes (i.e. health care operations, treatment or payment), or for other limited purposes, as described in the UNC Chapel Hill School of Nursing’s Notice of Privacy Practices. Otherwise, designated covered components must obtain an individual’s valid authorization for the use or disclosure of protected health information.

2. **Procedure**

   **Authorization Form** – a sample authorization form is located in Appendix A
   
The authorization contains the following information:
   
   A description of the PHI to be used / disclosed that identifies the information in detail;
   
   A statement that the individual has the right to revoke the authorization in writing;
   
   A statement listing the exceptions to an individual’s right to revoke;
   
   The signature of the client (or the name and signature of an client’s guardian) and date.

   The UNC Chapel Hill School of Nursing must provide the client with a signed copy of the authorization.

   **Revocation of Authorization**
   
   A client may revoke an authorization at any time, provided that the revocation is in writing.
If the UNC Chapel Hill School of Nursing has already taken action in reliance on the authorization, the UNC Chapel Hill School of Nursing will stop providing the protected health information base on the revoked authorization with a reasonable period of time.

**Documentation**
The UNC Chapel Hill School of Nursing must document and retain any signed authorization under section 45 C.F.R. §§ 164.508, 164.512.

**B. Business Associates**
1. **Policy**
   On occasion, covered components may share protected health information with external parties, known as business associates. Protected health information generally may only be shared with business associates pursuant to a valid Business Associate Agreement which may be in the form of a written amendment to an existing agreement.
2. **Procedure**
   **Business Associate Agreement** – a sample agreement is located in **Appendix B**
   Generally, PHI may only be shared with business associates pursuant to a valid Business Associate Agreement.
   It is the responsibility of each covered component contracting with business associates to assure that valid Business Associates Agreements are executed.
   Business Associate Agreements must be in writing and must contain certain language that is HIPAA compliant under section 45 C.F.R. §§ 164.502(e), 164.504(e), 164.532, 160.402.

**C. Complaint**
1. **Policy**
   An individual who believes his or her HIPAA privacy rights have been violated may file a complaint regarding the alleged privacy violation with the University’s Privacy Officer or the US Department of Health and Human Services Region IV Office of Civil Rights. Complaints submitted to the University’s Privacy Officer will be documented, reviewed, and acted upon if necessary.
2. **Procedure**
   **Filing a Complaint** – a sample complaint form is located in **Appendix C**
   If an individual believes his or her privacy rights have been violated, an individual may file a complaint with the US Department of Health and Human Services Region IV Office of Civil Rights or with the University’s Chief Privacy Officer located in the UNC Privacy Office, 440 W. Franklin Street, CB# 1150, Chapel Hill, NC 27599 (privacy@unc.edu).
   Individuals must file complaints in writing, either paper or electronically.
   A complaint must be filed within 180 days from when the individual knew or should have known of the circumstance that led to the complaint. This time limit may be waived if "good cause" is shown.
   A complaint must name the entity that is the subject of the complaint and describe the acts or omission believed to be in violation of the HIPAA requirements.
The US Department of Health and Human Services Region IV Office of Civil Rights may prescribe additional procedures for the filing of complaints, as well as the place and manner of filing, by notice in the Federal Register. Individuals may not be penalized or retaliated against for filing a complaint.

**Investigations and Sanctions**
The Privacy Officer will investigate alleged complaints to determine if a breach of privacy has occurred.

If the Privacy Officer determines that a violation occurred, the Privacy Officer and the UNC Chapel Hill School of Nursing unit lead will apply appropriate sanctions against the person or entity who failed to comply with the privacy policies and procedures and instruct the person or entity to take the corrective actions, if necessary. The Privacy Officer and the UNC Chapel Hill School of Nursing unit lead will document any sanctions imposed per section 45 C.F.R. §§ 160.304, 160.306, 160.308, 160.310, 160.410, 164.530.

**D. De-Identification of Protected Health Information**

1. **Policy**
The UNC Chapel Hill School of Nursing may use or disclose de-identified PHI without obtaining an individual’s authorization. PHI shall be considered de-identified if either of the two de-identification procedures set forth below are followed.

2. **Procedure**
**Removal of Identifiers:**
De-identified PHI is rendered anonymous when identifying characteristics are completely removed and when the UNC Chapel Hill School of Nursing does not have any actual knowledge that the information could be used alone or in combination with other information to identify and individual. De-identification requires the elimination not only of primary or obvious identifiers, such as the individual’s name, address, and date of birth, but also of secondary identifiers through which a user could deduce the individual’s identity.

For information to be de-identified the following identifiers must be removed:

- Names;
- All address information except for the state;
- Names of relatives and employers;
- All elements of dates (except year), including date of birth, admission date, discharge date, date of death; and all ages over 89 and all elements of dates including year indicative of such age except that such ages and elements may be aggregated into a single category of age 90 or older;
- Telephone numbers;
- Fax numbers;
- E-mail addresses;
- Social security numbers;
- Medical record numbers;
- Health plan beneficiary numbers;
- Account numbers;
- Certificate/license numbers;
• Vehicle identifiers, including license plate numbers;
• Device ID’s and serial numbers;
• Web Universal Resource Locators (URL);
• Internet Protocol (IP) addresses;
• Biometric identifiers;
• Full face photographic images and other comparable images;
• Any other unique identifying number characteristics (except as otherwise permitted for re-identification purposes).

Statistical Method
PHI is considered de-identified if a person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable: (a) determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information; and (b) documents the methods and results of the analysis to justify such determination.

Re-identification
A covered component may assign a code or other means of record identification to allow information de-identified under this section to be re-identified by the covered component, provided that (a) the code or other means of record identification is not derived from or related to information about the individual and (b) the covered component does not use or disclose the code or other means of record identification for any other purpose, and does not disclose the mechanism for re-identification.

Please refer to the following section for more information: 45 C.F.R. §§ 164.502(d), 164.514(a) and (b)

E. Limited Data Sets
1. Policy
Covered components may use and disclose a limited data set without an individual’s authorization for the purposes of research, public health, or health care operations if the covered component enters into a Data Use Agreement with the intended recipient of the limited data set. A designated covered component may use protected health information to create a limited data set, or to disclose protected health information to a Business Associate to create a limited data set on behalf of the covered component.

2. Procedure
A limited data set is PHI that excludes the following direct identifiers of the individual or relatives, employers, or household members of the individual:
• Names;
• Postal address information, other than town, city, state, and zip codes;
• Telephone numbers;
• Fax numbers;
• Electronic mail addresses; o Social security numbers; o Medical record numbers;
• Health plan beneficiary numbers;
Data Use Agreement must establish the permitted uses and disclosures of the limited data sets and establish who is permitted to use or receive the limited data set. Per section 45 C.F.R. § 164.514(e), they must also state that the recipient of the information will:

- Not use or further disclose the information other than as permitted by the agreement;
- Use appropriate safeguards to prevent use or disclosure other than as permitted by the agreement;
- Report to the UNC Chapel Hill School of Nursing any uses or disclosures that recipient is aware of that is not provided for by the agreement;
- Ensure that the recipient’s agents who have access to the information agree to the same restrictions as imposed on the recipient; and
- Not identify the information or contact the individuals.

F. Minimum Necessary Use and Disclosure of Protected Health Information

1. Policy
When using or disclosing PHI or when requesting PHI from another entity covered by the HIPAA privacy regulations, the UNC Chapel Hill School of Nursing shall make a reasonable effort to limit itself to the minimum amount of protected health information necessary to accomplish the intended purpose of the use, disclosure or request. The UNC Chapel Hill School of Nursing is not required to apply the minimum necessary standard under the following circumstances:

For Treatment - Disclosure to or requests by a health care provider for purposes of diagnosing or treating an individual.
To the Individual - Uses or disclosures made to the individual.
Pursuant to Patient’s Authorization - Uses or disclosures pursuant to a valid authorization.
To the HHS - Disclosures to the Office for Civil Rights of the U.S. Department of Health and Human Services for HIPAA compliance purposes.
Required by Law - Uses or disclosures that are required by law (i.e., a mandate that is contained in law that compels the UNC Chapel Hill School of Nursing to use or disclose protected health information and that is enforceable in a court of law, i.e., court orders, court-ordered subpoenas, civil or authorized investigative demands).

2. Procedure
The UNC Chapel Hill School of Nursing recognizes that each designated covered component that uses or discloses protected health information has a unique organizational structure and that employees of the unit may perform various functions for the unit that require different levels of access to protected health information. Further, the responsibilities designated to these functions vary across each designated covered component at the UNC Chapel Hill School of
Nursing and cannot be determined solely based on job title or description. For these reasons it is the responsibility of each designated covered component that uses and discloses protected health information to determine those persons or classes of persons, as appropriate, in its workforce who need access to protected health information to carry out their duties; and for each such person or class of persons, the category or categories of protected health information to which access is needed and any conditions appropriate to such access.

For any type of disclosure that it makes on a routine and recurring basis, a covered component must implement policies and procedures (which may be standard protocols) that limit the protected health information disclosed to the amount reasonably necessary to achieve the purpose of the disclosure. For all other disclosures, the covered component must develop criteria designed to limit the protected health information disclosed to the information reasonably necessary to accomplish the purpose for which disclosure is sought and review requests for disclosure on an individual basis in accordance with such criteria per section 45 C.F.R. §§ 164.502, and 164.514(d).

G. Notice of Privacy Practices

1. Policy
   The UNC Chapel Hill School of Nursing is committed to maintaining and protecting the confidentiality of the individual’s PHI. This Notice of Privacy Practices applies to the UNC Chapel Hill School of Nursing and the UNC Chapel Hill School of Nursing Faculty Practice Association (dba Carolina Community Clinic). UNC Chapel Hill School of Nursing is required by federal and state law, including the Health Insurance Portability and Accountability Act ("HIPAA"), to protect the individual’s PHI and other personal information. UNC Chapel Hill School of Nursing is required to provide the individual with this Notice of Privacy Practices about its policies, safeguards, and practices. When UNC Chapel Hill School of Nursing uses or discloses an individual’s PHI, UNC Chapel Hill School of Nursing is bound by the terms of this Notice of Privacy Practices, or the revised Notice of Privacy Practices, if applicable.

The UNC Chapel Hill School of Nursing’s Obligations
UNC Chapel Hill School of Nursing is required by law to:
Maintain the privacy of PHI (with certain exceptions)
Give the individual this notice of the UNC Chapel Hill School of Nursing’s legal duties and privacy practices regarding health information about the individual
Follow the terms of the UNC Chapel Hill School of Nursing’s Notice of Privacy Practice that is currently in effect

2. Procedure
   The following describes the ways the UNC Chapel Hill School of Nursing may use and disclose PHI. Except for the purposes described below, the UNC Chapel Hill School of Nursing will use and disclose PHI only with the individual’s written permission. The individual may revoke such permission at any time by writing to UNC Chapel Hill School of Nursing’s HIPAA Liaison/Compliance Officer.

For Treatment - The UNC Chapel Hill School of Nursing may use and disclose PHI for the individual’s treatment and to provide the individual with treatment-related health care services.
For example, the UNC Chapel Hill School of Nursing may disclose PHI to doctors, nurses, technicians, or other personnel, including people outside the UNC Chapel Hill School of Nursing’s office, who are involved in the individual’s medical care and need the information to provide the individual with medical care.

For Payment - The UNC Chapel Hill School of Nursing may use and disclose PHI so that the UNC Chapel Hill School of Nursing or others may bill and receive payment from the individual, an insurance company or a third party for the treatment and services the individual received. For example, the UNC Chapel Hill School of Nursing may tell the individual’s insurance company about a treatment the individual is going to receive to determine whether the individual’s insurance company will cover the treatment.

For Health Care Operations - The UNC Chapel Hill School of Nursing may use and disclose PHI for health care operations purposes. These uses and disclosures are necessary to make sure that all of the UNC Chapel Hill School of Nursing’s patients receive quality care and to operate and manage the UNC Chapel Hill School of Nursing’s office. For example, the UNC Chapel Hill School of Nursing may share information with doctors, nurses, technicians, clerks, and other personnel for quality assurance and educational purposes. The UNC Chapel Hill School of Nursing also may share information with other entities that have a relationship with the individual (for example, the individual’s insurance company and anyone other than the individual who pays for the individual’s services) for the individual’s health care operation activities.

Appointment Reminders, Treatment Alternatives, and Health Related Benefits and Services - UNC Chapel Hill School of Nursing may use and disclose PHI to contact the individual to remind them that they have an appointment with the UNC Chapel Hill School of Nursing. The UNC Chapel Hill School of Nursing also may use and disclose PHI to tell the individual about treatment alternatives or health-related benefits and services that may be of interest to the individual.

Third Parties Involved in an Individual’s Care or Payment for an Individual’s Care - When appropriate, the UNC Chapel Hill School of Nursing may share PHI with a person who is involved in the individual’s medical care or payment for the individual’s care, such as the individual’s family or a close friend. The UNC Chapel Hill School of Nursing also may notify the individual’s family about the individual’s location or general condition or disclose such information to an entity (such as the Red Cross) assisting in a disaster relief effort.

Research - Under certain circumstances, the UNC Chapel Hill School of Nursing may use and disclose PHI for research. For example, a research project may involve comparing the health of patients who received one treatment to those who received another, for the same condition. The UNC Chapel Hill School of Nursing will generally ask for the individual’s written authorization before using the individual’s PHI or sharing it with others to conduct research. Under limited circumstances, the UNC Chapel Hill School of Nursing may use and disclose PHI for research purposes without the individual’s permission. Before the UNC Chapel Hill School of Nursing uses or discloses PHI for research without the individual’s permission, the project will go through a special approval process to ensure that research conducted poses minimal risk to the individual’s privacy. The individual’s information will be de-identified. Researchers may contact the individual to see if the individual is interested in or eligible to participate in a study.

SPECIAL SITUATIONS:

As Required by Law - The UNC Chapel Hill School of Nursing will disclose PHI when required to do so by international, federal, state or local law.

To Avert a Serious Threat to Health or Safety - The UNC Chapel Hill School of Nursing may use and disclose PHI when necessary to prevent a serious threat to the individual’s health and safety.
or the health and safety of others. Disclosures, however, will be made only to someone who may be able to help prevent or respond to the threat, such as law enforcement or a potential victim. For example, the UNC Chapel Hill School of Nursing may need to disclose information to law enforcement when a patient reveals participation in a violent crime.

Business Associates - The UNC Chapel Hill School of Nursing may disclose PHI to the UNC Chapel Hill School of Nursing’s business associates that perform functions on the UNC Chapel Hill School of Nursing’s behalf or provide the UNC Chapel Hill School of Nursing with services if the information is necessary for such functions or services. For example, the UNC Chapel Hill School of Nursing may use another company to perform billing services on the UNC Chapel Hill School of Nursing’s behalf. All of the UNC Chapel Hill School of Nursing’s business associates are obligated to protect the privacy of the individual’s information and are not allowed to use or disclose any information other than as specified in our contract.

Military and Veterans - If the individual is a member of the armed forces, the UNC Chapel Hill School of Nursing may release PHI as required by military command authorities. The UNC Chapel Hill School of Nursing also may release PHI to the appropriate foreign military authority if the individual is a member of a foreign military.

Workers’ Compensation - The UNC Chapel Hill School of Nursing may release PHI for workers’ compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks - The UNC Chapel Hill School of Nursing may disclose PHI for public health risks or certain occurrences. These risks and occurrences generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child, elder or dependent adult abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence (we will only make this disclosure when required or authorized by law).

Health Oversight Activities - The UNC Chapel Hill School of Nursing may disclose PHI to a health oversight agency, such as the North Carolina Department of Health and Human Services or Center for Medicare and Medical Services, for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Data Breach Notification Purposes - The UNC Chapel Hill School of Nursing may use or disclose the individual’s PHI to provide legally required notices of unauthorized access to or disclosure of PHI.

Lawsuits and Disputes - If the individual is involved in a lawsuit or a dispute, the UNC Chapel Hill School of Nursing may disclose PHI in response to a court or administrative order. The UNC Chapel Hill School of Nursing also may disclose PHI in response to a subpoena, discovery request, or other lawful request by someone else involved in the dispute, but only if efforts have been made to tell the individual about the request or to allow the individual to obtain an order protecting the information requested.

Law Enforcement - The UNC Chapel Hill School of Nursing may release PHI if asked by a law enforcement official if the information is: (1) in response to a court order, subpoena, warrant, summons or similar process; (2) limited information to identify or locate a suspect, fugitive, material witness, or missing person; (3) about the victim of a crime even if, under certain very limited circumstances, the UNC Chapel Hill School of Nursing is unable to obtain the individual’s agreement; (4) about a death the UNC Chapel Hill School of Nursing believes may be the result of criminal conduct; (5) about criminal conduct on the UNC Chapel Hill School of Nursing’s premises;
and (6) in an emergency to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.  

**Coroners, Medical Examiners and Funeral Directors** - The UNC Chapel Hill School of Nursing may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. The UNC Chapel Hill School of Nursing also may release PHI to funeral directors as necessary for their duties.  

**National Security and Intelligence Activities** - The UNC Chapel Hill School of Nursing may release PHI to authorized federal officials for intelligence, counter—intelligence, and other national security activities authorized by law.  

**Protective Services for the President and Others** – The UNC Chapel Hill School of Nursing may disclose PHI to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state, or to conduct special investigations.  

**Inmates or Individuals in Custody** - If the individual is an inmate of a correctional institution or under the custody of a law enforcement official, the UNC Chapel Hill School of Nursing may release PHI to the correctional institution or law enforcement official. This release would be necessary if: (1) for the institution to provide the individual with health care; (2) to protect the individual’s health and safety or the health and safety of others; or (3) the safety and security of the correctional institution.

**USES AND DISCLOSURES THAT REQUIRE THE UNC CHAPEL HILL SCHOOL OF NURSING TO GIVE THE INDIVIDUAL AN OPPORTUNITY TO OBJECT/OPT OUT:**  

**Third Parties Involved in the Individual’s Care or Payment for Individual’s Care** - Unless the individual objects, the UNC Chapel Hill School of Nursing may disclose to a member of the individual’s family, a relative, a close friend or any other person the individual identifies, the individual’s PHI that directly relates to that third party’s involvement in the individual’s health care. If the individual is unable to agree or object to such a disclosure, the UNC Chapel Hill School of Nursing may disclose such information as necessary if the UNC Chapel Hill School of Nursing determines that it is in the individual’s best interest based on the UNC Chapel Hill School of Nursing’s professional judgment.  

**Disaster Relief** - The UNC Chapel Hill School of Nursing may disclose the individual’s PHI to disaster relief organizations that seek the individual’s PHI to coordinate the individual’s care, or notify family and friends of the individual’s location or condition in a disaster. The UNC Chapel Hill School of Nursing will provide the individual with an opportunity to agree or object to such a disclosure whenever the UNC Chapel Hill School of Nursing practically can do so.  

**Fundraising** - The UNC Chapel Hill School of Nursing may notify the individual about fundraising events that support UNC Chapel Hill School of Nursing.

**INDIVIDUAL’S WRITTEN AUTHORIZATION IS REQUIRED FOR OTHER USES AND DISCLOSURES:**  

The following uses and disclosures of the individual’s PHI will be made only with the individual’s written authorization:  

1. Uses and disclosures of PHI for marketing purposes;  
2. Disclosures that constitute a sale of the individual’s PHI; and  
3. Disclosures of psychotherapy notes.  

Other uses and disclosures of PHI not covered by this Notice of Privacy Practice or the laws that apply to the UNC Chapel Hill School of Nursing will be made only with the individual’s written authorization. If the individual gives us authorization, the individual may revoke it at any time by submitting a written revocation to UNC Chapel Hill School of Nursing Privacy Liaison /
Compliance Officer and we will no longer disclose PHI under the authorization. But disclosure that the UNC Chapel Hill School of Nursing made in reliance on an individual’s authorization before the individual revoked it will not be affected by the revocation.

**INDIVIDUAL’S RIGHTS REGARDING PHI:**

**Right to Inspect and Copy** - The individual has a right to inspect and copy PHI that may be used to make decisions about the individual’s care or payment for the individual’s care. This includes medical and billing records, other than psychotherapy notes. To inspect and copy the individual’s PHI, the individual must make their request, in writing, to the Practice in which their care was provided. The UNC Chapel Hill School of Nursing has up to 30 days to make the individual PHI available to the individual and the UNC Chapel Hill School of Nursing may charge the individual a reasonable fee for the costs of copying, mailing or other supplies associated with the individual’s request. The UNC Chapel Hill School of Nursing may not charge the individual a fee if the individual needs the information for a claim for benefits under the Social Security Act or any other state or federal needs-based benefit program. The UNC Chapel Hill School of Nursing may deny the individual’s request in certain limited circumstances. If the UNC Chapel Hill School of Nursing does deny the individual’s request, the individual has the right to have the denial reviewed by a licensed healthcare professional that was not directly involved in the denial of the individual’s request, and the UNC Chapel Hill School of Nursing will comply with the outcome of the review.

**Right to Get Notice of a Breach** - UNC Chapel Hill School of Nursing is committed to safeguarding the individual’s PHI. If a breach of the individual’s PHI occurs, the UNC Chapel Hill School of Nursing will notify the individual in accordance with state and federal law.

**Right to Amend, Correct or Add an Addendum** - If the individual feels that the PHI the UNC Chapel Hill School of Nursing has is incorrect, incomplete, or the individual wishes to add an addendum to the individual’s records, the individual has the right to make such request for as long as the information is kept by or for the UNC Chapel Hill School of Nursing’s office. The individual must make their request in writing to the Practice in which their care was provided. In the case of claims that the information is incorrect, incomplete, or if the record was not created by UNC Chapel Hill School of Nursing, the UNC Chapel Hill School of Nursing may deny the individual’s request.

However, if the UNC Chapel Hill School of Nursing denies any part of the individual’s request, the UNC Chapel Hill School of Nursing will provide the individual with a written explanation of the reasons for doing so within 60 days of the individual’s request.

**Right to an Accounting of Disclosures** - Individuals have the right to request a list of certain disclosures the UNC Chapel Hill School of Nursing made of PHI for purposes other than treatment, payment, health care operations, certain other purposes consistent with law, or for which the individual provided written authorization. To request an accounting of disclosure, individuals must make their request, in writing, to the Practice in which the individual’s care was provided. The individual may request an accounting of disclosures for up to the previous six years of services provided before the date of the individual’s request. If more than one request is made during a 12 month period, UNC Chapel Hill School of Nursing may charge a cost based fee.

**Right to Request Restrictions** - Individuals have the right to request a restriction or limitation on the PHI UNC Chapel Hill School of Nursing uses or disclose for treatment, payment, or health care operations. Individuals also have the right to request a limit on the PHI we disclose to someone involved in the individual’s care or the payment for the individual’s care, like a family member or friend. For example, the individual could ask that the UNC Chapel Hill School of Nursing not share information about a particular diagnosis or treatment with the individual’s spouse. To request a restriction, the individual must make their request, in writing, to the Practice in which their care
was provided. The UNC Chapel Hill School of Nursing is not required to agree to the individual’s request unless the individual is asking us to restrict the use and disclosure of the individual’s PHI to a health plan for payment or health care operations purposes and such information the individual wishes to restrict pertains solely to a health care item or service for which the individual has paid the UNC Chapel Hill School of Nursing out-of-pocket in full. If the UNC Chapel Hill School of Nursing agrees, the UNC Chapel Hill School of Nursing will comply with the individual’s request unless the information is needed to provide the individual with emergency treatment or to comply with law. If the UNC Chapel Hill School of Nursing does not agree, the UNC Chapel Hill School of Nursing will provide an explanation in writing.

Out-of-Pocket Payments - If the individual pays out-of-pocket (or in other words, the individual has requested that the UNC Chapel Hill School of Nursing not bill the individual’s health plan) in full for a specific item or service, the individual has the right to ask that the individual’s PHI with respect to that item or service not be disclosed to a health plan for purposes of payment or health care operations, and the UNC Chapel Hill School of Nursing will honor that request.

Right to Request Confidential Communications - Individuals have the right to request that the UNC Chapel Hill School of Nursing communicate with them about medical matters in a certain way or at a certain location. For example, the individual can ask that the UNC Chapel Hill School of Nursing only contact individuals by mail or at work. To request confidential communications, individuals must make their request, in writing, to the Practice in which their care was provided. The individual’s request must specify how or where the individual wishes to be contacted. The UNC Chapel Hill School of Nursing will accommodate reasonable requests.

Right to Choose Someone to Act for the Individual - If the individual gives someone medical power of attorney or if someone is the individual’s legal guardian, that person can exercise the individual’s rights and make choices about the individual’s PHI. The UNC Chapel Hill School of Nursing will use our best efforts to verify that person has authority to act for the individual before the UNC Chapel Hill School of Nursing takes any action.

Right to a Paper Copy of This Notice of Privacy Practices - Individuals have the right to a paper copy of this Notice of Privacy Practices. Individuals may ask the UNC Chapel Hill School of Nursing to give the individual a copy of this Notice of Privacy Practices at any time. Even if the individual has agreed to receive this Notice of Privacy Practices electronically, individuals are still entitled to a paper copy of this Notice of Privacy Practices. Individuals may obtain a copy of this Notice of Privacy Practices on our web site at,


To obtain a paper copy of this Notice of Privacy Practices, contact the Practice in which the individual’s care was provided.

CHANGES TO THIS NOTICE OF PRIVACY PRACTICES:

UNC Chapel Hill School of Nursing reserves the right to change this Notice of Privacy Practices and make the new Notice of Privacy Practices apply to PHI the UNC Chapel Hill School of Nursing already has as well as any information the UNC Chapel Hill School of Nursing receives in the future. The UNC Chapel Hill School of Nursing will post a copy of the UNC Chapel Hill School of Nursing’s current Notice of Privacy Practice at our office. The Notice of Privacy Practices will contain the effective date on the first page. Individuals will be sent information regarding the changes via e-mail or via mail on how they can obtain a new copy. Individuals will be asked to sign off on the new Notice of Privacy Practices at the individual’s next scheduled appointment.

COMPLAINTS:
If an individual believes their privacy rights have been violated, the individual may file a complaint with the UNC Privacy Office at (919)962-6332, CB#1150, 440 W. Franklin Street, Chapel Hill, NC 27599, or by emailing privacy@unc.edu. All complaints must be made in writing. Individuals may also contact the Secretary of the Department of Health and Human Services or Director, Office of Civil Rights of the U.S. Department of Health and Human Services. Please contact the UNC Chapel Hill School of Nursing Privacy Liaison / Compliance Officer at (919)843-6760 if an individual needs assistance locating current contact information. Individuals will not be penalized or retaliated against for filing a complaint.

For additional information, please see section 45 C.F.R. § 164.520.

H. Privacy Officer and Privacy Liaison

1. Privacy Officer
   UNC Chapel Hill has designated a Privacy Officer who is responsible for the development and implementation of the policies and procedures related to the privacy and security of protected health information under HIPAA.

   Responsibilities of the Privacy Officer include:
   Maintain ongoing communication with all Privacy Liaisons.
   Coordinate training programs for the designated covered components in cooperation with the Privacy Liaisons.
   Respond to complaints regarding policies, procedures, and practices related to the privacy of health information.
   Respond to, or refer to the appropriate covered component, requests by individuals for access and amendment, an accounting of disclosures, or requested restrictions to the use and disclosure of the individual’s PHI.

   The contact information for the Privacy Officer is:
   UNC Privacy Office
   Attn: Chief Privacy Officer
   CB #1150, 440 W. Franklin Street
   Chapel Hill, NC 27599
   (919)962-6332
   privacy@unc.edu

2. Security Officer
   UNC Chapel Hill has designated a Security Officer to assist the Privacy Officer and Privacy Liaisons in carrying out University adopted policies and procedures related to the privacy and security of individual’s electronic PHI under HIPAA.

   Responsibilities of the Security Officer include:
   Maintain ongoing communication with the Privacy Officer and all Privacy Liaisons.
   Assist in the development of policies and procedures of each covered component related to the security of electronic PHI.
   Assist in the development and implementation of ongoing security awareness and training programs for the workforce of covered components, researchers, and students with respect to electronic PHI.
   Monitor the use of security measures to protect electronic PHI.
Assist in revising the University’s policies and procedures related to the privacy and security of electronic PHI as required to comply with changes in any applicable laws and document any changes.

The contact information for the Security Officer is:

UNC Information Technology Services  
Attn: Chief Information Security Officer  
CB #1150, 440 W. Franklin Street  
Chapel Hill, NC 27599  
(919)445-9391  
security@unc.edu

3. Privacy Liaison

The UNC Chapel Hill School of Nursing has designated a Privacy Liaison / Compliance Officer to assist the Privacy Officer in carrying out adopted policies and procedures related to the privacy and security of protected health information under HIPAA.

Roles and responsibilities of the Privacy Liaison include:

- Serve as the School of Nursing’s point of contact for all things privacy and maintain ongoing communication with the Privacy Officer.
- HIPAA
  - HIPAA Training Compliance (including that results are reported to HR)
  - Ensure your CUU complies with BAA repository submissions mechanism
  - Record-keeping: make sure any HIPAA policies/procedures/guidelines are reviewed every year and all versions are kept for 6 years to comply with HIPAA record retention requirements
- Facilitate risk assessments & implementation of needed changes
- Coordinate incident investigation & reporting
- Keep relevant websites up to date re: privacy matters
- Assist Privacy Office in improving privacy efforts at UNC by coordinating w/ Privacy Office
- Be involved, participate, and promote privacy awareness activities; play a key role in privacy events

The contact information for the Privacy Liaison is:

UNC Chapel Hill School of Nursing  
Lisa Miller, Associate Dean for Administrative Services  
(919)843-6760  
lhmiller@email.unc.edu

Contact information is subject to change and will be revised accordingly.

For additional information, please see section 45 C.F.R. § 164.530(a).

I. Records Retention

1. Policy

The UNC CH School of Nursing will maintain certain documents regarding its HIPAA compliance, in
written or electronic form.

2. Procedure

Covered components must retain the following documentation for six years from the date of its creation or the date it was last in effect (whichever is later):

- **Policies and Procedures** - Any policy or procedural documentation, including notice of privacy practices, consents (if any) and authorizations, and other standard forms.
- **Patient Requests** - Patient requests for access, amendment, or accounting of disclosures.
- **Complaints** - The handling of any individual’s complaints.
- **Workforce Training** - The processes for and content of workforce training.
- **Sanctions** - The handling of any sanctions against members of its workforce who fail to comply with the privacy policies and procedures of the covered component.

If North Carolina state laws require longer retention periods, the state requirements take precedence over the federal records retention periods.

For additional information, please see section 45 C.F.R. § 164.530(j).

J. Research

1. Policy

HIPAA establishes privacy protections from human subject research and establishes the conditions under which protected health information may be used or disclosed by UNC CH School of Nursing for research purposes. This policy and procedure should be followed in addition to any applicable federal or state regulations governing the protection of human subject research, as well as any applicable Office of Research Support and Institutional Review Board (“IRB”) policies and procedures.

2. Procedure

UNC CH School of Nursing may use or disclose protected health information for research, regardless of the source of the funding of the research, in the following circumstances:

- **Individual Authorization** - The individual has signed a valid authorization;
- **Board Approval of Waiver** - The IRB has approved a proper waiver of the need to obtain the individuals authorization;
- **Limited Data Set** - The health information is used or disclosed in a limited data set in accordance with a valid Data Use Agreement;
- **De-identification** - The health information has been de-identified;
- **Preparatory to Research** - PHI may be used or disclosed to a researcher as necessary to prepare a research protocol or for similar purposes preparatory to research if UNC CH School of Nursing obtains the following representations from the researcher: (a) the use or disclosure is sought solely to review PHI as necessary to prepare a research protocol or for similar purposes preparatory to research; (b) no PHI will be removed from UNC CH School of Nursing by the researcher in the course of the review; and (c) the PHI for which use or access is sought is necessary for the research purposes;
- **Decedent’s Research** - PHI may be used or disclosed to a researcher for research on decedents if UNC CH School of Nursing obtains the following from the researcher: (a) a representation that the use or disclosure sought is solely for research on the PHI of decedents; documentation of the death of such individual(s) and/or research subject(s);
(c) a representation that the PHI for which use or disclosure is sought is necessary for research purposes.

If the UNC CH School of Nursing is also the researcher, UNC CH School of Nursing must still obtain the proper authorization or fit within one of the other exceptions before using PHI for research purposes.

Research Pursuant to an Authorization

Research authorizations must contain the same core elements as other authorizations (ref: Authorization to Use or Disclose Protected Health Information in Section III), except for the following differences:

- The UNC CH School of Nursing may condition the provision of research-related treatment on a provision of authorization for the use or disclosure of protected health information for such research;
- An authorization for use and disclosure of protected health information for a research study may be combined with any other type of written permission for the same research study, including another authorization for the use or disclosure of protected health information for such research or consent to participate in such research;
- A research authorization does not need to contain an expiration date or event as is required for other authorizations (the language “end of the research study” or “none” or similar language is sufficient).

Revocation

A research authorization may be revoked by an individual.

If an authorization is revoked, the UNC CH School of Nursing may continue its use or disclosure of the PHI already obtained pursuant to the valid authorization to the extent necessary to preserve the integrity of the research study.

IRB Waiver Approval

For a use or disclosure to be permitted upon IRB approval, the IRB must document that all of the following criteria have been met:

- The use or disclosure of PHI involves no more than a minimal risk to the privacy of individuals, based on the presence of the following elements: (i) an adequate plan to protect the identifiers from improper use and disclosure; (ii) an adequate plan to destroy the identifiers at the earliest opportunity consistent with the conduct of research, unless there is a health or research justification for retaining the identifiers or such retention is otherwise required by law; and (iii) adequate written assurances that the protected health information will not be reused or disclosed to any other person or entity, except as required by law, for authorized oversight of the research study, or for other research for which the use or disclosure of protected health information would be permitted under this policy;
- The research could not be conducted without the waiver or alteration; and
- The research could not be conducted without access to and use of the protected health information.

The documentation should include a statement identifying the IRB and the date on which the alteration or waiver of authorization was approved.

The documentation should include a brief description of the PHI for which use or access has been determined to be necessary by the IRB.
The documentation should include a statement that the alteration or waiver of authorization has been reviewed. The Chair of the IRB or other member designated by the Chair must sign the document.

For additional information, please see section 45 C.F.R. §§ 164.501, 164.508, 164.512.

K. Right to Request Access to Protected Health Information

1. Policy
   Individuals have the right to request access to inspect or copy their protected health information that is maintained in a designated record set. The UNC CH School of Nursing will address an individual’s request to inspect or copy his or her protected health information in a timely and professional manner. Individuals do not have the right to access certain types of information (set forth below), and in those situations, the UNC CH School of Nursing may deny an individual’s request to access. In certain circumstances, an individual may have the right to have a denial reviewed. The UNC CH School of Nursing will adhere to the procedures set forth below when addressing, denying, or reviewing an individual’s request to access.

2. Procedure
   Requests for Access
   A Sample Request for Access Form is set forth in Appendix D.
   Each covered component must designate the title of the person(s) or office responsible for receiving and processing requests for access by individuals.
   Individuals must be instructed to direct their request for access to the designated person responsible for receiving such requests.
   Individuals may be instructed to make their request for access in writing.
   The person responsible for processing the request may discuss the scope, format, and other aspects of the request for access with the individual as necessary to facilitate a timely provision of access. The parties can agree in advance that a summary of the requested protected health information will be provided in lieu of access to the information.
   Upon receipt of a proper request, the covered component will act on the request by either: (1) informing the individual of acceptance and providing the access requested; or (2) providing the individual with a written denial in accordance with the procedure set forth.
   If the covered component does not maintain the requested protected health information, but it knows where the requested information is maintained, the covered component will inform the individual where to direct the request for access.
   An individual’s request for access must be acted upon no later than 30 days after the request is made; or, if the request is for protected health information that is not maintained or accessible on-site, no later than 60 days after the request.

   Providing Access
   If a request for access is granted, the individual will be given access to the protected health information in a secure and confidential manner.
   The covered component will provide the individual with access to the protected health information in the form or format requested by the individual, if it is readily producible in such form or format. If it is not readily producible in such format, the covered component will provide the access in such other form as agreed to by the individual.
   In instances where the protected health information is in more than one record set, or at more than one location, the covered component will only produce the protected health information once in response to the request for access.

   Denial of Access
   If a request for access is denied, the individual may request a review of the denial by the UNC CH School of Nursing or another designated person. The person reviewing the request must provide a written notice stating the reasons for the denial.

   Reconsideration
   If the individual is not satisfied with the result of the review, they may request reconsideration by the designated individual. The individual will be provided with a written notice stating the reasons for the reconsideration.

   Appeal
   If the individual is not satisfied with the result of the reconsideration, they may appeal the decision to the Director of the UNC CH School of Nursing or another designated person. The person reviewing the appeal must provide a written notice stating the reasons for the appeal.

   Alteration or Waiver
   If the individual’s request for access is denied, the individual may request alteration or waiver of the denial.

   Waiver
   A waiver of access must be requested in writing and signed by the individual or, if the individual is a minor, by the individual’s legal guardian.

   Alteration
   If the individual’s request for access is approved, the covered component may alter the protected health information in accordance with the request.

   Request for Review
   If the individual is not satisfied with the result of the alteration or waiver, they may request a review by the designated individual. The individual will be provided with a written notice stating the reasons for the review.

   Denial of Request
   If the individual is not satisfied with the result of the review, they may appeal the decision to the Director of the UNC CH School of Nursing or another designated person. The person reviewing the appeal must provide a written notice stating the reasons for the appeal.
A Sample Denial of Access Form is set forth in Appendix E. A written denial of access may be issued in the following circumstances:

- **Psychotherapy Notes** - An individual does not have the right to access psychotherapy notes relating to him or herself except (a) to the extent the patient’s treating professional approves to such access in writing; or (b) the patient obtains a court order authorizing such access.

- **Legal Information** - An individual does not have the right to access information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.

- **Endangerment** - An individual does not have the right to access information in the event that a licensed health care professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person.

- **Obtained from Someone Else** - An individual does not have the right to access information if the protected health information was obtained from someone other than a health care provider under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

- **Reference to Other People** - An individual does not have the right to access information if the protected health information makes reference to another person and a licensed health care professional has determined, in the exercise of professional judgment, that access requested is reasonably likely to cause substantial harm to such other person.

- **Personal Representative** - An individual does not have the right to access information if the request for access is made by the individual’s personal representative and a licensed health care professional has determined, in the exercise of professional judgment, that the provision of access to such personal representative is reasonably likely to cause substantial harm to the individual or another person.

- **Research** - The UNC CH School of Nursing may temporarily suspend an individual’s access to protected health information created or obtained in the course of research that includes treatment. The suspension may last for as long as the research is in progress, provided that the individual agreed to the denial of access when consenting to participate in the research, and the individual has been informed that the right of access will be reinstated upon completion of the research.

- **Other Limited Circumstances.** There are other limited circumstances when an individual does not have the right to access protected health information, listed in section 45 C.F.R. § 164.524.

When denying an individual access to protected health information, the denial will be written in plain language and:

- Contain the basis for the denial;

- If applicable, contain a statement of the individual’s review rights, including a description of how the individual may exercise such rights; and

- Contain a description of how the individual may complain to the University pursuant to the University’s complaint process (and include the title and telephone number of the contact person), or to the appropriate OCR Regional office.

The UNC CH School of Nursing must, to the extent possible, grant the individual access to any other protected health information requested after excluding the protected health information that was denied.

**Reviewing a Denial of Access**

If access is denied based on (1) Endangerment; (2) Reference to Other People; or (3) Personal Representative (these exceptions are all set forth above), the individual must be given the opportunity to have the denial reviewed.
If an individual has requested a review of denial, the UNC CH School of Nursing must designate a licensed health care professional, who was not directly involved in the denial, to review the decision to deny access.

The reviewing official must determine whether or not to confirm the denial based on the standards set forth in 45 C.F.R. 164.524(a)(3). The reviewing official must review the denial of access within a reasonable period of time and then must promptly notify the individual of the decision and take any necessary action to carry out the reviewing officer’s decision.

**Cost and Fees**
The University may impose a reasonable, cost—based fee for copying costs and postage in response to a request for access.

If the individual agrees in advance, the University may impose a reasonable cost, based fee for preparing a summary of the protected health information.

**Documentation**
The University must document and retain:

- The designated record sets that are subject to access by individuals; and
- The titles of the persons or offices responsible for receiving and processing requests for access by individuals.

For additional information, please see section 45 C.F.R. § 164.524.

L. **Right to Request an Accounting of Disclosures**

1. **Policy**
The UNC CH School of Nursing will permit individuals to request and receive an accounting of disclosures of their protected health information. An individual may request an accounting for disclosures that have been made up to six years prior to the date of his or her request; however, the UNC CH School of Nursing is not required to account for any disclosures that occurred prior to the HIPAA compliance date of April 14, 2003. The accounting must include all disclosures except for the following:

- Disclosures made to carry out treatment, payment, or health care operations;
- Disclosures made to the individual;
- Disclosures made pursuant to an individual’s authorization;
- Disclosures for a facility directory;
- Disclosures to persons directly involved in the individual’s care or payment or disclosures for notification purposes pursuant to 45 C.F.R. § 164.510(b);
- Disclosures for national security or intelligence purposes;
- Disclosures to correctional facilities or law enforcement officials;
- Disclosures made as part of a limited data set;
- Disclosures that occurred prior to the compliance date; and
- Other limited disclosures as set forth in 45 C.F.R. § 164.528.

2. **Procedures**

**Request for Accounting**
Individuals will be permitted to request and receive an accounting of disclosures of their protected health information.

Designated covered components may require requests for an accounting to be submitted in writing.

A Sample Request for Accounting of Disclosures Form is set forth in Appendix F.

**Accounting Requirements**
An individual must receive a written accounting of disclosures and the written accounting must include:

- The date of disclosure;
- The name of the entity or person who received the protected health information, if known, the address of such entity or person;
- A brief description of the protected health information disclosed; and
- A brief statement of the purpose of the disclosure; or in lieu of such statement, a copy of a written request for a disclosure, if any.

If the UNC CH School of Nursing has made multiple disclosures of the protected health information to the same person or entity for a single purpose, or pursuant to a single authorization, the accounting may, with respect to such multiple disclosures, provide:

- The information required above for the first disclosure during the accounting period;
- The frequency or number of disclosures made during the accounting period; and
- The date of the last such disclosure during the accounting period.

The UNC CH School of Nursing must act on the individual’s request for an accounting no later than 60 days after receipt of such a request. If the UNC CH School of Nursing is unable to provide the accounting within this time frame, it may extend the time to provide the accounting by no more than 30 days, provided that: (1) the UNC CH School of Nursing provides the individual with a written statement of the reasons for delay and the date by which the UNC CH School of Nursing will provide the accounting; and (2) the UNC CH School of Nursing may have only one such extension of time for action on a request for an accounting.

**Suspension of Accounting of Disclosures**

An accounting of disclosures may be suspended at the request of a health oversight agency or law enforcement official if certain conditions are met. If a designated health care component receives a request to suspend an individual’s right to receive an accounting of disclosures, the designated covered component should contact the University’s Privacy Officer.

**Costs and Fees**

The first accounting of disclosures to an individual in any twelve (12) month period must be provided at no charge. A reasonable cost-based fee may be imposed for each subsequent request for an accounting by the same individual within the 12-month period, provided that the UNC CH School of Nursing informs the individual in advance of the fee and provides the individual with an opportunity to withdraw or modify the request.

For additional information, please see section 45 C.F.R. § 164.528.

M. Right to Request an Amendment to Protected Health Information

1. Policy

Individuals have the right to request an amendment or correction to their protected health information. The UNC CH School of Nursing will permit an individual to request an amendment to his or her protected health information in their designated record set for as long as the information is maintained in the designated record set. An individual can request an amendment to his or her protected health information that was not created by the UNC CH School of Nursing, but the individual must provide the UNC CH School of Nursing with a reasonable basis to believe that the originator of the information is no longer available to act on the request. The UNC CH School of Nursing has the right to deny the request to amend in certain circumstances.
2. Procedure

Request for an Amendment
A Sample Request for an Amendment Form is set forth in Appendix G.
The UNC CH School of Nursing must designate the title of the person(s) or office responsible for receiving and processing requests for an amendment by individuals.
Individuals must be instructed to direct their requests for an amendment to the designated person responsible for receiving such request.
A covered component may instruct individuals to make their requests in writing and may require the individual to provide a reason to support the requested amendment, as long as the designated covered component informs the individual in advance of such requirements.
The UNC CH School of Nursing must act upon an individual’s request for amendment no later than 60 days after receipt of the request. If the covered entity is unable to act on the amendment within this time period, the UNC CH School of Nursing may extend the time for such action by no more than 30 days, provided that: (1) the UNC CH School of Nursing provides the individual with a written statement of the reasons for the delay and the date by which the UNC CH School of Nursing will complete its action on the request; and (2) the UNC CH School of Nursing may have only one such extension of time for action on a request for an amendment.

Accepting a Request to Amend
If the requested amendment is accepted, in whole or in part, the covered component shall inform the individual of the acceptance and make the appropriate amendment.
At a minimum, the covered component shall amend the information by identifying the affected information in the designated record set and appending or otherwise providing a link to the location of the amendment.
The covered component and the individual should identify the relevant persons or entities, including business associates, who need to be informed about the amendment.

Denying a Request to Amend
A Sample Denial of Request for an Amendment Form is set forth in Appendix H.
An individual’s request for an amendment may be denied if the covered component determines that the protected health information or record that is the subject of the request:

- Was not created by the University, unless the individual provides a reasonable basis to believe that the originator of the protected health information is no longer available to act on the requested amendment;
- Is not part of the individual’s designated record set;
- Is not available for inspection by the individual pursuant to the Access to Right to Request Access to PHI policy, set forth herein; and
- Is accurate and complete.

If a covered component denies the requested amendment, the covered component shall inform the individual in writing.
The denial shall be written in plain language and contain the following:

- The basis for the denial;
- A statement notifying the individual that he or she has the right to submit a written statement of disagreement and a description of how the individual may file such a statement;
- A statement notifying the individual that if he or she does not submit a statement of disagreement, the individual may request that the designated covered component provide the individual’s request for amendment and the denial with any future disclosures of the protected health information that is the subject of the amendment; and
A description of how the individual may file a complaint pursuant to the Privacy Complaint Policy and Procedure set forth above.

If the UNC CH School of Nursing denies a request for an amendment, the individual has the right to file a statement of disagreement.

**Statement of Disagreement**

If the UNC CH School of Nursing denies an individual’s request for an amendment, the individual will have the right to submit a statement of disagreement.

The UNC CH School of Nursing may then prepare a written rebuttal to the individual’s statement of disagreement.

A copy of the rebuttal must be provided to the individual.

For additional information, please see section 45 C.F.R. § 164.526.

N. Right to Request Confidential Communication

1. **Policy**
   
   Individuals may request to receive communications of protected health information in a confidential manner (e.g., by alternative means or in alternative locations). The UNC CH School of Nursing shall accommodate reasonable requests to receive confidential communications.

2. **Procedure**
   
   A covered component may require an individual to make a request to receive confidential communications in writing.

   Covered components may condition the provision of a reasonable accommodation on: (1) information as to how payment (if any) will be handled; and (2) specification of an alternative address or other method of contact.

   A covered component may not require an explanation from the individual as to the basis for the request as a condition of providing confidential communications.

   For additional information, please see section 45 C.F.R. § 164.522(b).

O. Right to Request Restrictions on the Use and Disclosure of Protected Health Information

1. **Policy**
   
   Individuals may request restrictions on the use and disclosure of their protected health information. Requests for restriction do not have to be granted; however, if the UNC CH School of Nursing agrees to a restriction, it may not use or disclose the protected health information in violation of the restriction, except in emergency situations. Further, any agreed-to restriction will not be effective to prevent uses and disclosures to the individual or as required by law.

2. **Procedures**

   **Request to Restrict Use or Disclosure of Protected Health Information**
   
   An individual may request a restriction on the use and disclosure of his or her protected health information.

   A covered component does not have to agree to requests for restrictions; however, if it does agree, the covered component may not use or disclose the protected health information in violation of such restriction, except in emergency situations.

   The covered component should discuss with the individual whether the restriction should be communicated to others (i.e., other covered components of the UNC CH School of Nursing or
business associates who may be sending the individual communications on behalf of the UNC CH School of Nursing).

**Terminating a Restriction**

A restriction can be terminated if:

- The individual requests the restriction in writing or orally (if the termination is requested orally, it should be documented; or
- The designated covered component informs the individual that it is terminating the agreement to a restriction, in which case the termination will only apply to protected health information created or received after the individual has been notified of the termination.

For additional information, please see section 45 C.F.R. § 164.522(a).

P. Safeguarding Protected Health Information

1. Policy

UNC CH School of Nursing will implement appropriate administrative, technical, and physical safeguards, which will reasonably safeguard the confidentiality of protected health information. Designated covered components may develop additional policies and procedures that are stricter than the parameters set forth below in order to maximize the privacy of protected health information in light of the unique circumstances of a particular component.

2. Procedures

It is the responsibility of each designated covered component to determine and implement reasonable administrative, technical, and physical safeguards. The following list of guidelines contain administrative, technical, and physical safeguards for the School of Nursing:

- **Oral Communications** - Exercising due care to avoid unnecessary disclosures of protected health information through oral communications, such as avoiding such conversations in public areas.
- **Telephone Messages** - Limiting messages left on answering machines and voicemails to appointment reminders and messages that do not link an individual’s name to protected health information.
- **Faxes** - Placing fax machines in secure areas not readily accessible to visitors, clients, patients, etc. and/or using a cover sheet with a confidentiality notice when faxing protected health information.
- **Paper Records** - Storing paper records and charts in a way that avoids access by unauthorized persons, i.e. locking filing cabinets and doors.
- **Desks and Working Areas** - Securing desks and working areas that contain protected health information.
- **Computer Monitors** - Positioning computer monitors away from common areas such as on desks in private offices. For monitors located in common areas such as in student PC labs, information is protected by privacy screens to prevent unauthorized viewing, and/or creating password protected screen savers. Common area monitors are checked by SON IIT staff each working day to insure protections remain in place.
- **Disposal of Paper records** - Disposing of documents containing protected health information in a secure manner, i.e., shredding. SON IIT provides shredders in common areas such as graduate and undergraduate PC labs and in CCI print station rooms.
- **Disposal of Electronic Materials** - Disposing of electronic material that contains unencrypted protected health information in a secure method. Multiple methods are used to ensure unencrypted PHI is disposed of securely, including, but not limited to, wiping all hard drives in an approved manner prior to sending equipment to surplus, shredding hard drives that cannot be adequately wiped, shredding out of cycle or unreadable backup tapes.
E-mails - Sending e-mails that contain protected health information with a confidentiality notice, and/or sending such e-mails in encrypted form.

Electronic Documents - Securing protected health information that is stored on a hard disk drive or other internal component of a personal computer, such as by password or encryption. Full disk encryption is implemented on mobile devices that store, access or process PHI or PII. SON laptops are normally added to Active Directory, to ensure that necessary Group Policy and pushed updates are applied and Onyen authentication is required for log in.

For additional information, please see section 45 C.F.R. § 164.530(c).

Q. Training
   1. Policy
      The UNC CH School of Nursing is responsible for training its workforce (including employees, students, volunteers, etc.) with respect to HIPAA policies and procedures on the use and disclosure of PHI as necessary and appropriate for the members of the workforce to carry out their function.
   2. Procedure
      Training
      It will be the responsibility of the UNC CH School of Nursing to ensure that its workforce receives training.
      Each employee must be trained according to the requirements of the University (i.e. faculty on an annual basis; staff at the time of hire, etc). Each new employee must receive training within 30 days after the person becomes an employee, etc.
      If there is a material change in the policies and procedures and, as a result, certain employees are affected, those employees must receive training on the material change within a reasonable period of time after the change becomes effective.
      Documentation
      The UNC CH School of Nursing must document that the training has been provided.

      For additional information, please see section 45 C.F.R. § 164.530(b).
CONSENT FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS AND ACKNOWLEDGEMENT OF RECEIPT OF UNIVERSITY’S NOTICE OF PRIVACY PRACTICES

Welcome to Carolina Community Clinic of the UNC-Chapel Hill School of Nursing Faculty Practice (the “Practice”). This consent and acknowledgement document contains important information about our professional services and business practices, and information about the Health Insurance Portability and Accountability Act (HIPAA). It is important that you read the information carefully and please ask any questions you may have. We will give you a copy to take home.

FEES AND INSURANCE REIMBURSEMENT: While we are committed to providing high quality clinical services, the practice's primary purpose is to serve the community in a cost effective manner. Our practice contracts with UNC Healthcare for billing services so expect to receive a statement from them about any coinsurance that may be due. You may bring any statement from UNC Healthcare to the practice at your appointment and pay by credit card, check or cash.

MISSED APPOINTMENT POLICY: Missed appointments are problematic for both the clients and provider. Therefore, we ask clients to make a commitment to attend appointments as scheduled. The Clinic policy on missed appointments is as follows: If you must cancel an appointment, call the practice at (919)296-9330 and leave a message for your provider as soon as possible. Frequent cancellations or missed appointments may result in termination of services. If you wish to terminate services, we ask you to discuss this decision with your provider rather than simply failing to show up.

EMERGENCY AVAILABILITY: The Practice does not have 24-hour emergency coverage. In the event of an emergency, you may contact any of the following resources if you are in need of urgent care:

The emergency room of the hospital nearest to you (Hillsborough Hospital: (984)215-2000) or call UNC Hospitals at (984)974-1000.

HIPAA – THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Health Insurance Portability and Accountability Act (HIPAA) is a federal law whose health information privacy protections became effective on April 14, 2003. HIPAA provides additional privacy protections for medical records and establishes patient rights with regard to the use and disclosure of your Protected Health Information (PHI). PHI is your medical, billing and demographic information collected and created or received by the Practice for the purposes of treatment, payment, and health care operations. HIPAA requires that the clinic provide you with a Notice of Privacy Practices. Our Notice, which is attached to this document, explains HIPAA and its application to your PHI in greater detail. The law requires that we obtain your signature acknowledging that the Practice has provided you with this information at the end of this appointment. HIPAA permits use of PHI for teaching purposes.
LIMITS ON CONFIDENTIALITY: Both North Carolina and federal law generally protect the privacy of communications between a patient and a provider. In most situations, the Practice cannot release information about your treatment to others unless you sign a specific written authorization or consent. However, there are certain situations in which the Practice is mandated or permitted to disclose confidential information without your consent or authorization. These situations are outlined in the attached University Notice of Privacy Practices. If such a situation arises, your provider will try to contact you before taking any action and will limit disclosure only to the information minimally necessary in the situation.

CONSENT AND ACKNOWLEDGEMENT: I understand I have the right to review the University’s Notice of Privacy Practices prior to signing this document. This Notice describes the types of uses and disclosures of my PHI that may occur in my treatment, payment of my bills or in the performance of health care operations of the Practice. The Notice also describes my rights and the Practice’s obligations with respect to my PHI. In addition to the copy I receive today, the Notice is also provided on the following website: [https://nursing.unc.edu/files/2012/11/Notice-of-Privacy-Practices_Carolina-Nursing-Associates1.pdf](https://nursing.unc.edu/files/2012/11/Notice-of-Privacy-Practices_Carolina-Nursing-Associates1.pdf) The University reserves the right to change the privacy practices that are described in the Notice. I may obtain a revised Notice by accessing the University’s website, calling the Practice office and requesting a revised copy be sent in the mail, or asking for one at the time of my next appointment.

I consent to the use and disclosure of my protected health information by the Practice for the purpose of diagnosing or providing treatment to me, obtaining payment for my treatment, or conducting health care operations of the Practice. I understand that diagnosis or treatment of me by the Practice may be conditioned upon my consent as evidenced by my signature on this document.

I may revoke my consent in writing at any time. That revocation will be binding when received by the Practice unless a) the Practice has already taken action in reliance on my consent, b) the Practice has legal obligations imposed by a court of law or by my health insurer in order to process claims made under your policy, or c) I have not satisfied financial obligations I have incurred.

My signature on this document is my consent for treatment, payment and health care operations and my acknowledgement that I have been informed about and received a copy of the University’s Notice of Privacy Practices.

Client Name: ____________________________________________  Date: ________________

Client Signature: ___________________________________________  Date: ________________

Witness/Provider Signature: ___________________________________  Date: ________________

I, as his/her guardian, give my consent to the procedures as described above.

Guardian Name: ____________________________________________  Date: ________________

Guardian Signature: _________________________________________  Date: ________________
Appendix B – Business Associates Agreement

This Agreement renews or expires on __________

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Business Associate Agreement

This Agreement is made effective the __ of __, 20__, by and between
The University of North Carolina at Chapel Hill, on behalf of its ____________, hereinafter referred to as
“Covered Entity”, and ____________, hereinafter referred to as “Business Associate”, (individually, a
“Party” and collectively, the “Parties”). This Agreement supersedes any previously executed Business
Associate Agreement between the parties.

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and
Accountability Act of 1996, Public Law 104-191, as modified by the Health Information Technology for
Economic and Clinical Health Act, known collectively as “the Administrative Simplification provisions,”
direct the Department of Health and Human Services to develop standards to protect the security,
confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and
Human Services has issued regulations at 45 CFR Parts 160 and 164, as the same may be amended
from time to time (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business
Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business
Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Security
and Privacy Rule (the agreement evidencing such arrangement is described on Exhibit A attached hereto
and made a part hereof, and is hereby referred to as the “Arrangement Agreement”); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined
below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Arrangement
Agreement, compliance with the HIPAA Security and Privacy Rule, and other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the
provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule
and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the
definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between
the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as
amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are
different from those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted
by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information including,
without limitation, all information, data, documentation, and materials, including without limitation,
demographic, medical and financial information, that 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 that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

The term “Electronic Protected Health Information” means Protected Health Information that is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

II. PERMITTED USES AND DISCLOSURES

(a) Business Associate may use or disclose Protected Health Information only as permitted or required by this Agreement or as required by law. Except as specifically set forth herein, Business Associate may not use or disclose Protected Health Information in a manner that would violate the HIPAA Security and Privacy Rule if such use or disclosure were done by Covered Entity. Specifically, Business Associate may use or disclose Protected Health Information (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, including the Arrangement Agreement, or (2) as required by applicable law, rule or regulation, or by an accrediting or credentialing organization to whom Covered Entity is required to disclose such information, or (3) as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, or (4) as would be permitted by the HIPAA Security and Privacy Rule as if such use or disclosure were made by Covered Entity.

(b) Business Associate may de-identify Protected Health Information only at the specific direction of and only for the use of Covered Entity. Business Associate may not sell Protected Health Information except at the direction of Covered Entity and in compliance with the requirements of the HIPAA Security and Privacy Rule.

(c) Notwithstanding the prohibitions set forth in this Agreement,

(i) Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

(ii) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) The disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential
and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(iii) Business Associate may provide data aggregation services relating to the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

III. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law. To the extent Business Associate carries out obligations of Covered Entity under the HIPAA Security and Privacy Rule, Business Associate shall comply with the applicable provisions of the HIPAA Security and Privacy Rule as if such use or disclosure were made by Covered Entity. Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Security and Privacy Rule if done by Covered Entity, except as otherwise provided herein. Business Associate agrees to comply with Covered Entity’s policies regarding the minimum necessary use or disclosure of Protected Health Information.

(b) Business Associate agrees to provide HIPAA training to all of its personnel who service Covered Entity’s account or who otherwise will have access to Covered Entity’s Protected Health Information.

(c) At termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return (in a manner or process approved by the Covered Entity) or destroy all Protected Health Information received from Covered Entity, or created, maintained 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. If such return or destruction is not feasible, Business Associate will (i) retain only that Protected Health Information necessary under the circumstances; (ii) return or destroy the remaining Protected Health Information that the Business Associate still maintains in any form; (iii) extend the protections of this Agreement to the retained Protected Health Information; (iv) limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information not feasible; and (v) return or destroy the retained Protected Health Information when it is no longer needed by Business Associate. This paragraph shall survive the termination of this Agreement and shall apply to Protected Health Information created, maintained, or received by Business Associate and any of its subcontractors.

(d) Business Associate agrees to ensure that its agents, including any subcontractors, that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agree to implement reasonable and appropriate safeguards to protect any of such information that is Electronic Protected Health Information. Business Associate agrees to enter into written agreements with any subcontractors in accordance with the requirements of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to take reasonable steps to ensure
that its employees’ actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(e) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(f) To the extent applicable, Business Associate will comply with (i) Covered Entity’s Notice of Privacy Practices; (ii) any limitations to which Covered Entity has agreed in regard to an Individual’s permission to use or disclose his or her Protected Health Information; and (iii) any restrictions to the use or disclosure of Protected Health Information to which Covered Entity has agreed or is required to agree.

(g) Business Associate will make its internal practices, books and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the terms of the HIPAA Security and Privacy Rule, and, at the request of the Secretary, will comply with any investigations and compliance reviews, permit access to information, and cooperate with any complaints, as required by law. Without unreasonable delay and, in any event, no more than 48 hours of receipt of the request or notification, Business Associate will notify Covered Entity in writing of any request by any governmental entity, or its designee, to review Business Associate’s compliance with law or this BAA, to pursue a complaint, or to conduct an audit or assessment of any kind.

(h) Business Associate shall report to Covered Entity (see Exhibit B) any use or disclosure of Protected Health Information that is not in compliance with the terms of this Agreement, as well as any Security Incident and any actual or suspected Breach, of which it becomes aware, without unreasonable delay, and in no event later than forty-eight (48) hours of such discovery. Security Incidents and Breaches shall be treated as discovered by Business Associate as of the first day on which such Security Incident or Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. For purposes of this Agreement, “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Such notification shall contain the elements required by 45 C.F.R. § 164.410. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, as well as to provide complete cooperation to Covered Entity should Covered Entity elect to review or investigate such noncompliance or Security Incident. Business Associate shall cooperate in Covered Entity’s breach analysis and/or risk assessment, if requested. Furthermore, Business Associate shall cooperate with Covered Entity in the event that Covered Entity determines that any third parties must be notified of a Breach, provided that Business Associate shall not provide any such notification except at the direction of Covered Entity. Business Associate shall indemnify and hold harmless Covered Entity for any injury or damages arising from any noncompliance with this Agreement or any Security Incident or Breach attributable to the negligence of Business Associate, including the failure to execute the terms of this Agreement.

(i) Business Associate shall permit Covered Entity, in its discretion, to conduct an audit of Business Associate’s compliance with this Agreement, HIPAA, and HITECH. Such audit may consist of an onsite visit, a series of inquiries that require written responses, or both. Business Associate shall
promptly and completely respond to Covered Entity's requests for information in support of the audit, which shall not be conducted more than once annually except in cases of an actual or reasonably suspected Security Incident or Breach, or reasonably suspected noncompliance with this Agreement, HIPAA or HITECH. Each Party shall bear its own costs associated with the audit.

IV.  AVAILABILITY OF PHI

(a) Business Associate agrees to make available Protected Health Information in a Designated Record Set to Covered Entity to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule.

(b) Business Associate agrees to make available Protected Health Information in a Designated Record Set for amendment and to incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule and at the direction of Covered Entity.

(c) Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule. Business Associate will comply with Covered Entity’s policy regarding accounting of disclosures.

(d) Business Associate agrees to comply with any requests for restriction on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(e) In the event an Individual makes a request under this Section IV directly to Business Associate, Business Associate will notify Covered Entity in writing of such request within three (3) business days and shall cooperate with, and act only at the direction of, Covered Entity in responding to such request.

V.  TERMINATION

This Agreement shall be effective as of the date first set forth above and shall terminate upon the earlier of (i) the termination of all agreements between the parties, and (ii) the termination by Covered Entity for cause as provided herein. Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.
VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of North Carolina. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information that are more restrictive than the provisions of this Agreement, the more restrictive provisions will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, a party believes in good faith that the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:  

By: ___________________________  

Title: ___________________________  

UNC CH School of Nursing

BUSINESS ASSOCIATE:  

By: ___________________________  

Title: Director of Purchasing Services
EXHIBIT A

ARRANGEMENT AGREEMENT
EXHIBIT B

CONTACT INFORMATION

To report to Covered Entity any use or disclosure of Protected Health Information not in compliance with the terms of this Agreement that might be considered a privacy breach, Business Associate should contact the Privacy Officer of The University of North Carolina at Chapel Hill.

To report to Covered Entity any Security Incident (as defined in the Agreement), Business Associate should contact the Privacy Officer or the Security Officer at The University of North Carolina at Chapel Hill.
Appendix C – Complaint Form

UNC CH School of Nursing
Privacy Complaint

Name: ________________________________
Date: ____________________________

Telephone Number: ______________________

Please describe the nature of the complaint:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Date of Occurrence:____________________ Information Affected:____________________

Please name the entity that is the subject of the complaint:
_____________________________________________________________________________

_____________________________________________________________________________

Signature __________________________ Date __________________________

Please mail this form to the University’s Privacy Officer at the following address:

UNC Privacy Office
attn: Chief Privacy Officer
CB # 1150, 440 W. Franklin Street
Chapel Hill, NC  27599

You may also submit the complaint electronically to privacy@unc.edu.
A complaint must be filed within 180 days of when you knew or should have known of the circumstances that led to the complaint.

You also may submit a written complaint to the appropriate Office of Civil Rights Regional Office.
Appendix D - Request for Access Form

UNC CH School of Nursing
Request for Access to Protected Health Information

I understand that I have the right to inspect or receive a copy of my Protected Health Information. I understand that the UNC CH School of Nursing may impose a reasonable cost-based fee for copying and postage. I further understand that the UNC CH School of Nursing may impose a reasonable cost-based fee for preparing a summary of the Protected Health Information if the parties agreed to such summary and fees in advance. I understand that my request to access or inspect my records may be subject to some legal limitations.

Name: __________________________________________ Date: ________________

Telephone Numbers: ________________________________ ________________________________

I hereby request access of the Protected Health Information in my designated record set from _____________ to _____________ maintained or created by UNC CH School of Nursing, ____________________________ (name of Practice).

1. Identify the records you wish to inspect:
   ______________________________________________________________________
   ______________________________________________________________________

2. Please state how you would like to inspect or review your records. For example, do you want to inspect them during regular business hours at UNC CH School of Nursing, or do you want copies mailed to you, or do you want to pick up copies at a time and place designated by UNC CH School of Nursing, etc. __________________________________ ______________________________________________________________________

______________________________________________ __________________________
Signature of Individual (or Legal Representative) Date

______________________________________________
Individual’s Name (Print)

______________________________________________ __________________________
Name of Legal Representative (if applicable) Relationship to Individual

(for office use only)

____ Request Denied ____ Approved as Requested ____ Approved per Comments
Comments:

Responsible Party: ____________________________ Date: ________________

NOTE: If the request for access is denied, the individual must be informed in writing.
Appendix E - Denial of Access Form

**UNC CH School of Nursing**

**Denial of Request for Access to Protected Health Information**

Your request to access or obtain a copy of your Protected Health Information has been denied for the following reasons:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Title of the persons or offices responsible for receiving and processing the request

In accordance with applicable law and UNC CH School of Nursing’s HIPAA privacy policies, you _____do _____do not (please check one) have the right to have this denial reviewed by the University.

If this denial is subject to review as indicated above and you desire to have the decision reviewed, please check the box below and return this form within 30 calendar days to:

________________________________________________________________________

If you desire to register a complaint regarding this denial, you may file a complaint with the UNC Privacy Office’s HIPAA Privacy Officer or with the appropriate Office of Civil Rights Regional Office.

To file a complaint with the University’s Privacy Officer, contact call (191) 962-6332 or mail your complaint to UNC Privacy Officer at CB #1150, 440 W. Franklin St., Chapel Hill 27599 or email at privacy@unc.edu.

* * * * *

I hereby request a review of UNC CH School of Nursing’s denial of my request to access or obtain a copy of my Protected Health Information.

________________________________________________________________________

Signature of Individual or Legal Representative                          Date

________________________________________________________________________

Name of Individual or Legal Representative (Print)
Appendix F - Request for Accounting of Disclosures

UNC CH School of Nursing
Request for Accounting of Disclosures

I understand that I have the right to an accounting of uses and disclosures of my Protected Health Information for purposes other than treatment, payment, and health care operations. I understand that the UNC CH School of Nursing’s responsibility for such an accounting became effective April 14, 2003, and that accounting for disclosures prior to that date is not available. I understand that a fee may be charged for more than one accounting in a 12-month period.

Name:____________________________________________________    Date:____________________

I hereby request an accounting of disclosures of my Protected Health Information from __________ to __________ (if known, name and address of Practice) maintained by UNC CH School of Nursing, __________________________________________________________.

Please provide a brief description of the Protected Health Information disclosed:
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Please provide a brief statement of the purpose of the disclosure; or in lieu of such statement, a copy of a written request for disclosure, if any.
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Signature of Individual (or Legal Representative)    Date

____________________________________________________    _______________________

Individual’s Name (Print)

____________________________________________________    _______________________

Name of Legal Representative, if applicable (Print)    Relationship to Individual

____________________________________________________    _______________________

Responsibility Party’s Name (Print)    Date

Title of the persons or offices responsible for receiving and processing the request

____________________________________________________
Appendix G - Request for an Amendment

UNC CH School of Nursing
Request for Amendment to Protected Health Information

Name: ___________________________________________ Date: ______________

Telephone Numbers: _______________________________________________________

I hereby request that the UNC CH School of Nursing _____________________________, amend:

(Name of Practice)

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Please identify the relevant persons or entities who need to be informed about the amendment:
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Please state the reason(s) supporting the requested amendment:
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

______________________________________________________
Signature of Individual (or Legal Representative)  Date

______________________________________________________
Individual’s Name (Print)

______________________________________________________
Name of Legal Representative, if applicable (Print)  Relationship to Individual

______________________________________________________
Responsibility Party’s Name (Print)  Date
Title of the persons or offices responsible for receiving and processing the request
Appendix H - Denial of Request for an Amendment

UNC CH School of Nursing
Denial of Request for Amendment to Protected Health Information

To: ________________________________________________________________

Name of Individual

Your request to amend your Protected Health Information to UNC CH School of Nursing has been denied because (state basis for denial):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Responsible Party’s Name (Print)        Date
Title of the persons or offices responsible for receiving and processing the request

You may have the right to submit a written statement of disagreement. If you have the right to submit a written statement of disagreement, submit it to:

_________________________________________________________________

Name of Practice

If you do not submit a written statement disagreeing with the denial, you may request, in writing, that we provide your request for amendment and our denial with any future disclosures of the Protected Health Information that is the subject of your request.

You may make a complaint to the University’s Privacy Officer regarding the denial of your amendment. To file a complaint with the University’s Privacy Officer, contact call (191) 962-6332 or mail your complaint to UNC Privacy Officer at CB #1150, 440 W. Franklin St., Chapel Hill 27599 or email at privacy@unc.edu.

You may also submit a written complaint to the appropriate Office of Civil Rights Regional Office.
## Appendix I – Accounting for Disclosures of Protected Health Information

**UNC CH School of Nursing**  
*Accounting for Disclosures of Protected Health Information*

<table>
<thead>
<tr>
<th>Date of Disclosure</th>
<th>Name and Address of Person who Received PHI</th>
<th>Reason for Disclosure</th>
<th>Description of PHI Disclosed</th>
<th>Persons or Offices Processing the Accounting</th>
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Accounting or Accounting Services – one of our CUUs; under the Division of Finance & Administration

Audit or IA – UNC Internal Audit; one of our CUUs

BA or Business Associate – HIPAA term for an entity that must comply with HIPAA because it performs certain functions or activities that involve the use of PHI on behalf of, or provides services to, a CE (e.g., data analysis, quality assurance, practice management, legal services, accounting services). BAs are directly liable under HIPAA and subject to civil and, in some cases, criminal penalties for making uses or disclosures of PHI that are not authorized by the BAA or required by law.

BAA or Business Associate Agreement – HIPAA term for a HIPAA-required agreement between a CE and BA to ensure that the BAs will appropriately safeguard PHI. The BAA also serves to clarify and limit, as appropriate, the permissible uses and disclosures of PHI by the BA, based on the relationship between the parties and the activities or services being performed by the BA. A BA may use or disclose protected health information only as permitted or required by the BAA or as required by law.

Carolina Data Warehouse or CDW-H – The Carolina Data Warehouse for Health (CDW-H) is a central data repository containing clinical, research, and administrative data sourced from the UNC Health Care System. Both Epic and legacy hospital systems are represented, with the ability to query most data elements as far back as mid-2004. The CDW-H gets a nightly data feed from Epic, though it also contains legacy data from WebCIS (legacy EMR), Siemens Invision, and GE Centricity (legacy financial systems). The CDW-H is managed by a Governance Board appointed by the CEO of the UNC Health Care System and is affiliated with NC TraCS.

CE or Covered Entity – HIPAA term for an entity that must comply with HIPAA to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information. Health care providers, such as doctors, dentists, psychologists, and pharmacies that conduct certain electronic transactions are covered entities under HIPAA.

CHS or Campus Health – Campus Health Services; one of our CUUs

ConnectCarolina - the University’s umbrella name for a suite of applications, of which a big part is an off-the-shelf vendor product called PeopleSoft. PeopleSoft and other complementary applications comprise the University’s administrative software: Campus Solutions (student services); HR and Payroll; Finance; Data Warehouse; Reporting tools (InfoPorte and SAS Visual Analytics); Centralized access point (portal at http://connectcarolina.unc.edu); and Document imaging and management (ImageNow). This administrative system will improve the efficiency and effectiveness of business processes related to student services, human resources, payroll and finance at the University of North Carolina at Chapel Hill.

CPO – Chief Privacy Officer
CTC – Carolina Technology Consultants. The CTC provides resources to help IT professionals at UNC-Chapel Hill in their daily work and professional development.

CUU (singular) or CUUs (plural) - pronounced “Cue” or “Cues.” The University’s Covered University Unit(s).

Finance or F&A – Division of Finance & Administration, under the Chancellor

HIPAA - Health Insurance Portability and Accountability Act of 1996. Federal law. Among other things¹, HIPAA requires the protection and confidential handling of individually identifiable health information.

HIPAA Privacy Rule – section of HIPAA that sets national standards to protect individual’s medical records and other personal health information. The Privacy Rule applies to CEs and BAs.

HIPAA Security Rule – section of HIPAA that sets national standards to protect individuals’ electronic PHI that is created, received, used, or maintained by a CE. The Security Rule applies to CEs and BAs.

IDGC - Institutional Data Governance Committee - committee that establishes overall policy and guidelines for the management of and access to the University’s Institutional Data in accordance with existing University policies and applicable law and regulation; charter available at http://its.unc.edu/files/2014/02/ccm1_032238.pdf.

IRBIS – the University’s searchable online database for study-specific IRB-related documents for Human Subjects Research

ISLs – UNC Information Security Liaisons.

ISO – UNC Information Security Office of ITS

ITEC - UNC Information Technology Executive Council; comprised of senior-level administrators who bear primary responsibility for technology-related support and infrastructure within their given Schools or units.

ITS – UNC Information Technology Services

NC TraCS – The North Carolina Translational and Clinical Sciences Institute at UNC-CH; mission is to accelerate clinical and translational research from health science to discovery to dissemination to patients and communities

OCR – Office for Civil Rights, US Department of Health and Human Services. OCR is responsible for enforcing the HIPAA Privacy and Security Rules.

OIC – UNC Office of Industry Contracting (handles non-HIPAA Data Use Agreements)

OIS – UNC School of Medicine Office of Information Systems; departmental IT for the School of Medicine

¹ HIPAA also provides the ability to transfer and continue health insurance coverage when you change or lose your job; reduces health care fraud and abuse; and mandates industry-wide standards for health care information on electronic billing and other processes.
OSR – UNC Office of Sponsored Research

OUC – UNC Office of University Counsel; one of our CUUs

OWRR – UNC Office of Waste Reduction and Recycling; under Facilities Services, which is under Finance; one of our CUUs

PeopleSoft - ConnectCarolina is using Oracle’s PeopleSoft Campus Solutions (student systems) module for admissions, financial aid, student records and student financials. PeopleSoft will also be used for the future implementation of HR and Finance modules.

Psych Clinics or Psych & Neuro – UNC Department of Psychology's treatment clinics; one of our CUUs

PHI – Protected Health Information. HIPAA term. PHI is information that includes a combination of an identifier (such as name, address, birth date, Social Security Number) with health information. PHI must be protected under HIPAA.

PII – Personally Identifiable Information. Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context (e.g., name, SSN, employment information).

Sakai - the University’s central learning management system, for distributing course material, communicating with students, and keeping track of assignments and grades

SoD – UNC School of Dentistry; one of our CUUs

SoM – UNC School of Medicine; an Affiliated Covered Entity (ACE) with UNC Health Care

SoN – UNC School of Nursing; SoN Faculty Clinic is one of our CUUs

UCPPD - University Committee for the Protection of Personal Data – currently dormant; originally formed to focus on University compliance with the North Carolina Identity Theft Protection Act

Revised January 20, 2016