

BP 9000 DELETED 5/2/2019

BP 9110, AR 9110 and BP 9110.2 REPLACED with 0014 NEW MANUAL 1-5-2017_REQUIRED POLICY

BP 9110.4 and AR 9110.4 REPLACED with 0016 NEW MANUAL 1-5-2017

BP 9150 REPLACED with 6202 NEW MANUAL 5-2-2019

BP 9160 REPLACED with 6201 NEW MANUAL 5-2-2019

BP 9161 REPLACED WITH NEW POLICY #6204 NEW MANUAL 5/2/2019

Health Insurance Portability and Accountability Act (HIPAA)

In order to comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and to assure the privacy of Bainbridge-Guilford employee medical records, the Bainbridge-Guilford Central School shall provide that all identifiable medical records will be maintained in a secure and confidential fashion. Medical records under this policy shall include all information relating to the Bainbridge-Guilford Health Insurance and Dental Plans and any medical or dental health related reimbursement procedure or documents. Medical records maintained for other purposes for the personnel function are exempt from coverage under HIPAA, though it is understood that such records are also confidential in nature.

The Board shall, on a yearly basis, appoint a Privacy Officer to review procedures and practices relating to the confidentiality of employee medical records.

All employees of the Bainbridge-Guilford Central School who have access to covered identifiable medical records will be required to attend training regarding HIPAA regulations and will be expected to maintain such information in accordance with the regulations provided under HIPAA and Bainbridge-Guilford policy. Failure to do so may result in disciplinary action being taken against the employee.

Business Associate Agreements and letters of compliance will be developed and distributed in accordance with the Act.

A Notice of Compliance will be developed in accordance with the provisions of the Act and distributed to all plan participants and posted in the Bainbridge-Guilford buildings.

The Superintendent is authorized to develop procedures relating to the maintenance and confidentiality of Bainbridge-Guilford employee medical information as may be required.

Reference: Privacy Rule (45 CRF Part 160 and Subparts A and E of Part 164)

Health Insurance Portability and Accountability Act (HIPAA)

Date

Bainbridge-Guilford Central School
18 Juliard Street
Bainbridge, NY 13733

Re: Business Associate Agreement

Dear _____:

On or about _____Date_____, BUSINESS ASSOCIATE, (“Business Associate”), and Bainbridge-Guilford Central School entered into an on-going agreement regarding [enter name of services being provided]. Whereas, pursuant to the 1996 Health Insurance Portability and Accountability Act as described at 42 USCS section 1320 (“HIPAA”) and the privacy regulations promulgated pursuant to 42 USCS section 1320 contained in 45 CFR section 160 *et seq.* that require health plans and other “covered entities” to take steps to protect the privacy of identifiable health information of the individual members of the health plan, referred to in the regulations as protected health information, and because the regulations promulgated pursuant to HIPAA require that parties who exchange or share protected health information enter into written agreements referred to in the regulations as “business associate agreements”, the Bainbridge-Guilford Central School is required, unless the exception described in the next paragraph applies, to have business associates enter into Business Associate Agreements in order to transmit protected health information to business associates on or after April 14, 2003.

The HIPAA regulations contain an important exception to the April 14, 2003 deadline for entering into Business Associate Agreements with business associates. According to 45 CFR 164.532(d)(e), covered entities, including the DCMO BOCES Consortium Health Plan, that have an existing contract or other written agreement with a business associate prior to October 15, 2002, are permitted to operate under that contract for up to one (1) additional year beyond the April 14, 2003 compliance date, provided that the contract is not renewed or modified prior to April 14, 2003. This transition period applies only to written contracts or other written arrangements. Covered entities with contracts that qualify are permitted to continue to operate under these contracts with their business associates until April 14, 2004, or until the contract is renewed or modified, whichever occurs first, regardless of whether the contract or agreement satisfies the applicable contract requirements at 45 CFR 164.502(e) and 164.504(e).

Enclosed you will find a Business Associate Agreement for your to sign and return prior to April 16, 2003, unless the above-mentioned exception is applicable. Entering into the Business Associate Agreement will allow Bainbridge-Guilford Central School and the business associate to continue to transmit protected health information necessary to accomplish the objectives of the business relationship. Please note that should a business associate fail to enter into a Business Associate Agreement, the Federal Law prohibits the Bainbridge-Guilford Central School from transmitting protected health information to the business associate.

Your prompt consideration and attention to this matter is appreciated. Should you have any questions or concerns regarding this business associate agreement, please contact _____ at the Bainbridge-Guilford Central School at your earliest convenience.

Sincerely,

name, title

Reference: Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164)

Health Insurance Portability and Accountability Act (HIPAA)

Bainbridge-Guilford Central School

Privacy Complaint Form

This form is to be provided to individuals seeking to file a complaint about HIPAA related privacy practices.

I, _____, would like to make a complaint about the privacy practices and/or procedures of the Bainbridge-Guilford Central School district. The following is my statement: (Please provide detailed information.)

Signature: _____

Reference: Privacy Rule (45 CRF Part 160 and Subparts A and E of Part 164)

Health Insurance Portability and Accountability Act (HIPAA)

Bainbridge-Guilford Central School

Request for Access to/Copies of Medical Records

This form is to be provided to individuals requesting access to their protected health information.

REQUEST FOR ACCESS

I, _____, request access to my medical records, which include records of payment for medical services, for my *personal inspection*.

REQUEST FOR COPIES

I, _____, request the Bainbridge-Guilford Central School District make copies of my medical records for my personal inspection. I understand that these records contain protected health information. I agree to be responsible for the cost of copying these records, including copying fees, and postage (if applicable). The charge for this will be \$_____per page.

Print Name and Date of Birth: _____

Signature: _____

Date: _____

Signature: _____

Reference: Privacy Rule (45 CRF Part 160 and Subparts A and E of Part 164)

Health Insurance Portability and Accountability Act (HIPAA)

Bainbridge-Guilford Central School

AMENDMENT REQUEST FORM

This form is to be provided to individuals requesting amendments to their protected health information.

Identity of Individual Requesting Amendment:

Name: _____

Address: _____

Telephone: _____

Enrollee # (if applicable): _____

Social Security #: _____

You have the right to request that we amend your protected health information contained in our designated record sets, or those of our business associates. Requests will be attached to the records to which they relate for a period of six (6) years. We may deny your request for an amendment for the following reasons:

- 1) Record was not created by us, unless you provide a reasonable basis to believe that the originator of the protected health information is no longer available to act on the requested amendment;
- 2) Record is not part of our designated record set;
- 3) Record is not available for inspection under § 164.524; or,
- 4) Record is accurate or complete.

Specify the records that you want us to amend, the amendments that you want us to make, and the reasons that you want the amendment to be made:

Signature: _____

Date: _____

Bainbridge-Guilford Central School District will attempt to respond to your request within 60 days of receipt. However, we may extend, by up to 30 days, the time in which we respond to your request, provided that we notify you in writing of the extension and the reason it is necessary prior to the expiration of the initial 60-day period.

Reference: Privacy Rule (45 CRF Part 160 and Subparts A and E of Part 164)

BP 9170.5
Adopted: 04/09/03

Health Insurance Portability and Accountability Act (HIPAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “Agreement”) is entered into effective as of _____ **DATE** _____, by and among Bainbridge-Guilford Central School District (hereinafter, Bainbridge-Guilford Central School) and **[INSERT NAME OF BUSINESS ASSOCIATE]** (hereinafter, “Business Associate”) in order to satisfy DCMO BOCES Consortium Health Plan’s obligations as a Plan Sponsor to comply with 45 C.F.R. section 164.502(e) and section 164.504(e), governing Protected Health Information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d. *et seq.* and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Bainbridge-Guilford Central School District and Business Associate may be referred to herein individually as a “Party” or collectively as “Parties.”

STATEMENT OF AGREEMENT

1. HIPAA Compliance and Agents. Business Associate hereby agrees to fully comply with the “Business Associate” requirements under HIPAA, throughout the term of this Agreement. Further, Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, employee, subsidiary, and affiliate of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Bainbridge-Guilford Central School district will be required to fully comply with HIPAA, and will be bound by written agreement to the same restrictions and terms and conditions as set forth in this Agreement.
2. Use and Disclosure; Rights. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Bainbridge-Guilford Central School as specified in *[insert a description of the specific services being provided by the Business Associate OR insert the name of the services agreement]* provided that such use or disclosure would not violate HIPAA if done by a “Covered Entity”, as defined by HIPAA or the minimum necessary policies and procedures of the Bainbridge-Guilford Central School. Business Associate agrees that it shall not to use or disclose PHI except as permitted under this Agreement or as required by law. Business Associate acknowledges that this Agreement does not in any manner grant Business Associate any greater rights than the Bainbridge-Guilford Central School enjoys, nor shall it be deemed to permit or authorize Business Associate to use or further disclose PHI in a manner that would **otherwise violate the requirements of HIPAA if done by a “Covered Entity”, as defined by HIPAA.**
3. Required or Permitted Uses. Business Associate agrees that it is permitted to use or disclose PHI only as required to satisfy its obligations under the Agreement, as

permitted herein, or required by law, but shall not otherwise use or disclose any PHI.

Business Associate shall not and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose PHI received from the Bainbridge-Guilford Central School. In any manner that would constitute a violation of HIPAA if so used by a "Covered Entity", as defined by HIPAA, except that Business Associate may use PHI : (i) for Business Associate's proper management and administrative services; (ii) to carry out the legal responsibilities of Business Associate; (iii) or, except as otherwise limited in this Agreement, to provide data aggregation services to the Bainbridge-Guilford Central School as permitted by 42 CFR Section 164.05(e)(2)(i)(B). Business Associate further represents that, to the extent Business Associate requests that the Bainbridge-Guilford Central School disclose PHI to Business Associate, such a request is only for the minimum necessary PHI for the accomplishment of Business Associate's purpose.

4. Safeguards; Location. Business Associate agrees to develop and use appropriate procedural, physical, and electronic safeguards to prevent misuse of PHI other than as provided by this Agreement. Business Associate agrees to notify the Bainbridge-Guilford Central School of the location of any PHI disclosed by [INSERT NAME OF BUSINESS ASSOCIATE] or created by Business Associate on behalf of the Bainbridge-Guilford Central School and held by or under the control of Business Associate or those to whom Business Associate as disclosed such PHI.

5. Minimum Necessary. Business Associate must limit any use, disclosure or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of HIPAA. Business Associate represents that all uses, disclosures, and requests it will make shall be the minimum necessary in accordance with HIPAA requirements. Bainbridge-Guilford Central School may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate. Business Associate acknowledges that if Business Associate is also a Covered Entity as defined by HIPAA, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from the Bainbridge-Guilford Central School.

6. Records: Bainbridge-Guilford Central School Access. Business Associate shall maintain such records of PHI received from, or created or received on behalf of, Bainbridge-Guilford Central School and shall document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate in the sole discretion of Bainbridge-Guilford Central School. Business Associate shall provide the Bainbridge-Guilford Central School with reasonable access to examine and copy such records and documents of Business Associate during normal business hours. Business Associate agrees to fully cooperate in good faith with and to assist Bainbridge-Guilford Central School in complying with the requirements of HIPAA and any investigation of Bainbridge-Guilford Central School regarding compliance with

HIPAA conducted by the U.S. Department of Health and Human Services (“DHHS”), Office of Civil Rights, or any other administrative or judicial body of jurisdiction.

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

8. Designated Record Set; Individual Access. Business Associate shall maintain a designated record set, as defined by HIPAA, for each individual insured receiving insurance through the DCMO BOCES Health Insurance Consortium Plan for which it has PHI. In accordance with an individual’s right to access to their own PHI under HIPAA, Business Associate shall make available all PHI in that designated record set to the individual to whom that information pertains, or such individual’s representative, all PHI in that designated record set, upon a request by such individual insured or such individual’s representative.

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

10. Report of Improper Use or Disclosure. Business Associate shall report to Bainbridge-Guilford Central School any information of which it becomes aware concerning any use or disclosure of PHI that is not provided for by this Agreement.

11. Amendment of and Access to PHI; Notification. Business Associate shall make available PHI for amendment and shall incorporate any amendments to PHI accordingly. Business Associate shall make reasonable efforts to notify persons, organizations, or other entities, including other business associates, known by Business Associate to have received the erroneous or incomplete information and who may have relied, or could foreseeably rely, on such information to the detriment of the individual patient. Business Associate must update this information when notified by Bainbridge-Guilford Central School.

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

13. Breach or Violation; Knowledge. If Bainbridge-Guilford Central School knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associates’ obligations under the Agreement, Bainbridge-Guilford Central School shall take any steps reasonably necessary to mitigate, to the extent practicable, any harmful effect of such breach, to cure such breach or end such

violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to section 12, or (b) if termination is not feasible, report the breach or violation to DHHS. If Business Associate as a “Covered Entity”, as defined by HIPAA, violates the terms and conditions of this Agreement in its capacity as a business associate of another “Covered Entity”, as defined by HIPAA, Business Associate will be in noncompliance with the standards, implementation specifications, and requirements of HIPAA.

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

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

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

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

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

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

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

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

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

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

Acknowledged and agreed to by:

Bainbridge-Guilford Central School District
18 Juliand Street
Bainbridge, NY 13733
607-967-6321

Date

[INSERT NAME OF BUSINESS ASSOCIATE]
Address and telephone/telecopy number for this
BUSINESS ASSOCIATE party to this agreement.

Date

Reference: Privacy Rule (45 CRF Part 160 and Subparts A and E of Part 164)

Health Insurance Portability and Accountability Act (HIPAA)**Bainbridge-Guilford Central School District
HIPAA Compliance Procedures**

In Accordance with District Policy and the provisions of the Health Insurance Portability and Accountability Act (HIPAA), the District shall follow the following procedures in regards to the disclosure and maintenance of protected health information.

Protected Health Information (PHI) means individually identifiable 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. Information which can make records individually identifiable includes such items as: names, phone numbers, social security numbers, addresses, fax numbers, e-mail addresses, birth dates and any account number which can be used to identify the individual. If there is any way that the individual about whom the medical/payment record relates can be identified, then it's PHI and its confidentiality must be protected. PHI does NOT include education records covered by the Family Educational Rights and Privacy Act (FERPA) and employment records held by an employer in its role as employer (e.g. Doctor's note to cover an absence).

- Employees will view or disclose only the minimum amount of PHI necessary to administer the health plan. A valid "authorization" must be provided for most other uses.
- PHI will be securely stored at all times and segregated from other files and records.
- After appropriate tasks which require an employee to view or disclose PHI have been completed, the PHI will be destroyed or returned to the entity from which it was received.
- If an individual wishes to make a privacy complaint, the appropriate form (Privacy Complaint Form) will be completed.
- If an individual wishes to view or copy his/her PHI, the appropriate form (Request for Access to Medical Records Form) will be completed prior to viewing or copying. A fee of twenty-five cents per page will be charged for copying.
- If an employee or a person receiving benefits from the consortium wishes help that would entail the disclosure of PHI, the appropriate form (Authorization to Disclose Protected Health Information) must be completed prior to assistance.

- If an employee or a person receiving benefits from the consortium wishes to have an amendment made to PHI, the appropriate form (Amendment Request Form)must be completed.
- Records of requests for amendments, requests to view medical records and denials/approvals of such requests, records of violations of HIPAA, HIPAA related discipline and authorizations will be maintained for a minimum of 6 years.
- The district will cooperate with inquiries by representatives of the U.S. Dept. of Health & Human Services and DCMO BOCES Health Insurance Consortium regarding HIPAA practices.
- The district will disclose PHI only to third party business associates who have signed a business associate agreement.
- The district will not make employment decisions on the basis of PHI or the exercise of HIPAA rights.
- Disclosures made for reasons, other than, treatment, payment or health care operations, not made pursuant to a valid authorization, will be documented for 6 years.
- The district will provide individuals with an accounting of non-authorized disclosures of their PHI within 60 days of the date of the request for an accounting.
- If a member of the district believes that a HIPAA request cannot or should not be honored, the matter will be referred to the Privacy Officer for resolution.
- Only those district employees, authorized to view PHI by the Privacy Officer and who have received training in HIPAA compliance will be allowed to view or disclose PHI. Employees who know a violation of the HIPAA privacy requirements shall immediately report said violation(s) to the Privacy Officer. Violations may result in disciplinary action.
- The Privacy Officer must report violations to the DCMO BOCES Health Insurance Consortium.
- Any Forms referenced In this document can be obtained from the Privacy Officer.
- Specific HIPAA related questions should be directed to the Privacy Officer.

Reference: Privacy Rule (45 CRF Part 160 and Subparts A and E of Part 164)

BP 9235

Adopted: 09/20/01

Reviewed: 06/05/14

REQUIRED POLICY

Conditional Hiring and Emergency Conditional Hiring

The Administrator in charge of the program in which the conditional hire or emergency conditional hire is employed shall take such steps as are prudent and necessary to insure the protection of children in the charge of the conditional appointee or emergency conditional appointee.

Conditional Hiring and Emergency Conditional Hiring

The following resolution will be utilized for emergency and conditional employment:

The Superintendent having advised the Board that an emergency conditional appointment is necessary in relation to an appointment of a teacher in the tenure area of _____, and the Board having passed a policy in relation to the safety of children, and the prospective employee having filed a statement regarding criminal convictions and the Superintendent having forwarded to the State Education Department an application for conditional appointment and the fingerprints of the prospective employee, and on recommendation of the Superintendent, it is **RESOLVED**, that the following emergency conditional appointment is hereby made:

Name of Employee:

Tenure area:

Commencement of Appointment:

This appointment shall expire upon the passage of 20 business days or the approval of the appointment of such individual, whichever occurs first.

BP 9270 DELETED 5/2/2019

BP 9310 DELETED 5/2/2019

**BP 9320 and AR 9320 REPLACED with 0020 NEW MANNUAL 1-5-2017
REQUIRED POLICY**

BP 9330 REPLACED with 0021 NEW MANUAL 1-5-2017

BP 9460 REPLACED with 6101 NEW MANUAL 5-2-2019

BP 9520.2 and 9520.3 REPLACED with 6300 NEW MANUAL 5-2-2019

Staff Conduct

The Board of Education recognizes that school children are often influenced by the conduct displayed by teachers and other members of a school's staff. The Board expects that staff will strive to set the kind of example for students that will serve them well in their own conduct and behavior and contribute toward an appropriate school atmosphere.

Employees are expected to report for work appropriately dressed, on time and fully prepared to perform their duties. They are expected to perform their duties in a timely and efficient manner, and to refrain from inappropriate conduct. Every employee is expected to deal effectively with students, parents and other staff members, both superior and subordinate.

The personal life of an employee will be the concern and warrant the attention of the Board only as it may directly affect the employee's fitness to perform the job, his/her fitness to be placed in a position of trust with children, the property of the district, or constitute a conflict of interest.

Disciplinary action, when necessary, will be applied in accord with applicable laws, policies, and collective bargaining agreements.

BP 9610 REPLACED with 0020 NEW MANUAL 1-5-2017

BP 9700 REPLACED with 6200 NEW MANUAL 5-2-2019

BP 9720 DELETED 5/2/2019