

RIVER VALLEY COUNSELING CENTER

POLICY/PROCEDURE # COM-02

SUBJECT: BUSINESS ASSOCIATE AGREEMENTS

DATE INITIATED/REVIEWED: 6/15, 11/15, 2/16, 11/18, 5/20

POLICY STATEMENT:

A written agreement will be implemented between River Valley Counseling Center, Inc. and each business associate who accesses, uses, creates, or discloses protected health information on behalf of the Agency

PURPOSE: To establish standards for the Agency's business associates to protect the privacy of patient health information.

DEFINITIONS:

1. Business Associate: A person/entity who, on behalf of River Valley Counseling Center, Inc.(RVCC), performs or assists in the performance of a function or activity involving the use or disclosure of protected health information

2. Protected Health Information (PHI): Any information, whether oral or recorded in any form or medium, that is created or received by RVCC and relates to the past, present, or future physical or mental health or condition of an individual; or to the past, present, or future payment for the provision of health care to an individual, including any of the following data elements:
 - a. Name
 - b. Address (street; e-mail, p.o. box)
 - c. Employer
 - d. Relatives' names
 - e. Date of birth
 - f. Telephone and fax numbers
 - g. Social security number
 - h. Medical record number
 - i. Account number
 - j. Policy number
 - k. Certificate or license number
 - l. Voice
 - m. Fingerprints
 - n. Photos
 - o. Other number
 - p. Other code or characteristic, such as occupation

RIVER VALLEY COUNSELING CENTER

POLICY/PROCEDURE # COM-02

SUBJECT: BUSINESS ASSOCIATE AGREEMENTS

DATE INITIATED/REVIEWED: 6/15, 11/15, 2/16, 11/18, 5/20

PROCEDURE:

1. The specifications outlined by the federal privacy standards (45 CFR 164.504) and the language included in Exhibit A, as applicable, are to be incorporated into business associate agreements, including:
 - a. The uses and/or disclosures of PHI the business associate is permitted to make;
 - b. The service the business associate is to provide to RVCC;
 - c. As applicable, the uses and/or disclosures of PHI necessary for the management and administration of the business associate's services provided on behalf of RVCC.
 - d. As applicable, data aggregation services relating to the health care operations
 - e. The business associate will not use or further disclose information other than as stipulated in the business associate agreement unless required by law
 - f. The business associate will use appropriate safeguards to prevent use or disclosure of the information other than as provided for in the business associate agreement
 - g. The business associate will report to RVCC any use or disclosure of the information not provided for in the business associate agreement of which it becomes aware
 - h. The business associate will ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by the business associate on behalf of RVCC will adhere to the same restrictions and conditions of the business associate with respect to such information
 - i. The business associate will make available to RVCC PHI in accordance with the federal standards for privacy for granting patients access to their PHI, amending PHI, and providing an accounting of disclosures of PHI to patients
 - j. The business associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the business associate on behalf of RVCC available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Hospital's compliance with the federal standards for privacy of individually identifiable health information
 - k. The business associate will, at termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the business associate on behalf of RVCC that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the business associate agreement to the information and limit further uses and

RIVER VALLEY COUNSELING CENTER

POLICY/PROCEDURE # COM-02

SUBJECT: BUSINESS ASSOCIATE AGREEMENTS

DATE INITIATED/REVIEWED: 6/15, 11/15, 2/16, 11/18, 5/20

disclosures to those purposes that make the return or destruction of the information infeasible.

2. The business associate agreement may be terminated by RVCC if it is determined that the business associate has violated a material term of the business associate agreement.
3. Reasonable efforts are to be made to inform and provide an amendment to PHI within a reasonable time to business associates that we know have the PHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to the detriment of the individual. (See administrative policy #A-PR01 - Amendment of Protected Health Information).
4. If a business associate is required by law to perform a function or activity on RVCC's behalf or to provide a service to RVCC which would otherwise be defined as that provided by a business associate, the Hospital may disclose PHI to the business associate to the extent necessary to comply with the legal mandate without a business associate agreement provided that the Hospital attempt in good faith to obtain satisfactory assurances in writing that the business associate will appropriately safeguard the information, and if such attempt fails, the Hospital documents the attempt and the reasons that such assurances cannot be obtained.
5. An inventory of business associate agreements is to be maintained in a database on the agency's network.
 - a. Managers are to provide the following data for each business associate their department uses which involves any use of protected health information:
 - Name of company
 - Company contact name
 - Company address
 - Company phone number
 - Company fax number
 - Company email address
 - Effective date of agreement
 - Date agreement last signed
 - Renewal date of agreement
 - Expiration date of agreement
 - Data elements of protected health information used in any way by business associate
 - b. The Corporate Compliance Department is to maintain and update the information in the business associate database
 - c. Managers are to provide a copy of each business associate agreement to the Corporate Compliance Department as follows:
 - For approval prior to the agreement's effective date

RIVER VALLEY COUNSELING CENTER

POLICY/PROCEDURE # COM-02

SUBJECT: BUSINESS ASSOCIATE AGREEMENTS

DATE INITIATED/REVIEWED: 6/15, 11/15, 2/16, 11/18, 5/20

- For retention following implementation of the agreement

- 6. The Corporate Compliance Department is to assist department managers with preparation of business associate agreements, as needed.

- 7. The Corporate Compliance Department is to verify the business associate agreement meets federal privacy standards and other compliance elements.

- 8. Any modifications to business associate agreements must be reviewed and approved by the Corporate Compliance Department for compliance with the privacy standards.

- 9. The Corporate Compliance Department is to establish and maintain a tickler system for managers to be notified when business associate agreements are due for renewal or expiration.