



SUMMIT POINTE POLICY AND PROCEDURE MANUAL

Section: Corporate Compliance	Policy Name: Business Associates and PHI	Policy Number: 3.2.1
Owner: Corporate Compliance Director	Applies To: <input checked="" type="checkbox"/> Summit Pointe Staff <input checked="" type="checkbox"/> Summit Pointe Contract Providers <input checked="" type="checkbox"/> Summit Pointe CCBHC Services <input type="checkbox"/> Summit Pointe CCBHC DCO Providers	
Approved By: <i>Jean M. Soodick</i>		
Version Number: 2	Revised Date: 01/16/2024	First Effective Date: 11/01/2018

I. **PURPOSE:**

To provide guidelines for compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the HIPAA Privacy Regulations relating to “Business Associates”.

II. **DEFINITIONS:** Refer to the “Summit Pointe Policy and Procedures Definitions Glossary.”

III. **POLICY:**

It is the policy of Summit Pointe to ensure all PHI that is disclosed with Business Associates accordance complies with the HIPAA Privacy Rule.

IV. **PROCEDURE:**

Business associates may be any person or organization that performs or assists in the performance of functions or activities that use or disclosure Protected/Personal Health Information to carry out health care functions on behalf of Summit Pointe. Examples of business associates includes, but is not limited to, health information consultants, person-centered planning facilitators, prevention coordinators, external health care organizations, and resources utilized to perform customer satisfaction surveys. Business Associates are included as part of Summit Pointe’s health care operations.

Summit Pointe Legal Counsel is responsible for obtaining the proper Business Associate Agreement (BAA) at the time of contract.

Business Associate Agreements are maintained in the Contractors/Vendor files.

All contractors/business associates utilized by Summit Pointe must provide satisfactory assurances that customer Protected/Personal Health Information is utilized and disclosed in a manner compliant with the privacy regulations. These assurances include:

- Identification of the uses and disclosures of Protected Health Information permitted under the contract.
- Permit the business associate/contractor to use or disclose Protected Health Information only as permitted under the privacy standards.



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- Restrict the use and disclosure of Protected Health Information that the business associate/contractor creates or obtains related to recipients receiving specified supports outlined in contractual program descriptions of service.
- Requiring the business associate/contractor to establish and implement safeguards to prevent use and disclosure of Protected Health Information other than as provided for in the contract with Summit Pointe.
- Implement provisions for reporting to Summit Pointe any use or disclosure of Protected Health Information not provided for under the business associate agreement.
- Requires the business associate to apply the same restrictions and conditions on use and disclosure of Protected Health Information for any of its agents or subcontractors to whom it may forward Protected Health Information.
- Implement provisions for ensuring internal practices, policies, procedures, and records that are related to the use and disclosure of Protected Health Information are made available to the Department of Health and Human Services for the purpose of determining compliance with the privacy standards.
- Returning, if feasible, all Protected Health Information to Summit Pointe upon termination of the contract, and destruction of any copies of such information. When return and/or destruction of Protected Health Information is not possible, the business associate will extend contractual protections to the use and disclosure of the information for the purposes that make its return or destruction impossible.

Provisions for termination of the contract if the business associate violates these contractual provisions:

All business associates/contractors shall understand and comply with expectations for reporting detailed reports of privacy infractions to the Summit Pointe Compliance Director within (60) calendar days of when the BAA became aware of the incident. The report should include the following:

- Detailed investigation of the privacy violation
- A risk assessment of the incident
- Evidence of notification to the appropriate parties (customer, guardian, Recipient Rights, OCR, MDHHS, media, etc.)
- A corrective action plan outlining implementation of steps to prevent future occurrences.

If a privacy infraction occurs, Summit Pointe will make efforts to work with the business associate to correct the violation(s) via a corrective action plan. This plan will be attached to the business associate's contract file and may influence the determination of contract renewal.

Depending on the level of severity and ability to implement the correction of a Protected Health Information violation committed by a business associate, Summit Pointe, and all applicable parties, may implement the following:

- An alternative source for the services provided by the business associate shall be identified.
- The matter may be referred to the appropriate Leadership Designee and/or Summit Pointe legal counsel, where applicable, with a request that formal action be taken to terminate the contract.
- The business associate shall be notified by the appropriate Leadership Designee and/or Summit Pointe legal counsel that action will be taken to terminate the contract if the violation of contract provisions is not immediately corrected.
- The Leadership Designee, in conjunction with the Compliance Director, shall monitor the status of the contract with arrangements being made to replace the business associate when the contract is formally terminated.
- Summit Pointe may report to the appropriate agencies should the BAA fail to do so or in the event the contract cannot be terminated.



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Measurement of compliance shall be evidenced by the frequency and type of business associate contractual privacy related violations annually.

V. **REFERENCES:**
45 CFR 164.504

VI. **ATTACHMENTS:**
None