



# SUMMIT POINTE POLICY AND PROCEDURE MANUAL

<b>Section:</b> Corporate Compliance	<b>Policy Name:</b> Business Associates and PHI		<b>Policy Number:</b> 3.2.1
<b>Owner:</b> Corporate Compliance Director	<b>Applies To:</b>		
	<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		
<b>Approved By:</b> <i>Janm. Soderich</i>			
<b>Version Number:</b> 3	<b>Last Review Date:</b> 01/09/2025	<b>Revised Date:</b> 01/09/2025	<b>First Effective Date:</b> 11/01/2018

I. **PURPOSE:**

To provide a process for establishing a written agreement with each of Summit Pointe's business associates as required by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

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

III. **POLICY:**

Summit Pointe will obtain written assurances from business associates that they will safeguard protected health information (PHI) they create, store or receive on behalf of Summit Pointe. Summit Pointe will have a signed Business Associate Agreement (BAA) on file for all vendors and persons who meet the definition of a business associate.

IV. **PROCEDURE:**

The Executive Team, or designee, will notify Provider Network and the Corporate Compliance Director of any new vendors or persons associated with Summit Pointe. If applicable, the Corporate Compliance Director, or designee, will arrange (with the assistance of Legal Counsel if needed) with the new vendor or person for signing a Business Associate Agreement (BAA).

Please note it is not necessary to enter into a Business Associate Agreement (BAA) with vendors or persons who are contracted service providers.

All Business Associate Agreements (BAAs) will be stored within the Compliance share point site. The Corporate Compliance Director, who also serves as the organizations Privacy and Security Officer, will verify that there is a signed BAA, if needed, prior to providing access to any of Summit Pointe's information system(s).

**Notification by a Business Associate:**

If a breach of unsecured protected health information occurs at or by a Business Associate, the Business Associate must notify Summit Pointe following the discovery of the breach. A Business Associate must provide notice to Summit Pointe without unreasonable delay (within twenty-five (25) calendar days) and no later than sixty (60) days from the discovery of the breach. To the extent possible, the Business Associate should provide Summit Pointe with the identification of each individual affected by the breach as well as any information required to be provided by Summit Pointe in its notification to affected individuals. Covered entities and business associates, as applicable, have the burden of demonstrating that all required notifications have been provided or that a use or disclosure of unsecured protected health information did not constitute a breach.



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**Violations of Business Associate Agreements:**

If any Summit Pointe staff learn of a breach or violation of a Business Associate requirement by a Business Associate, such breach or violation shall be immediately reported to the Corporate Compliance Director.

**Subcontractors and Agents:**

In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, the Business Associate will ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

**V. REFERENCES:**

45 CFR § 164.504  
45 CFR 164.502(e)(1)(ii)  
45 CFR 164.308(b)(2)

**VI. ATTACHMENTS:**

None