

BUSINESS ASSOCIATES

POLICY - Uses and Disclosures with Business Associates. We will not disclose protected health information to a business associate or permit a business associate to create or receive protected health information on our behalf unless our Privacy Officer confirms that the business associate has entered into a satisfactory written contract with us. These business associate requirements do not apply to our permitted disclosures to a health care provider concerning treatment.

PROCEDURES

Business Associate Contract. You must obtain a business associate contract signed by the business associate before you may disclose protected health information to or allow a business associate to create or receive protected health information for our organization.

Minimum Necessary. Uses with and disclosures to our business associates are subject to the minimum necessary limitation.

Disclosure Log. Disclosures to our business associates are accountable unless exempted from disclosure accounting.

POLICY - Business Associate Compliance. If we learn that a business associate has materially breached the business associate contract, we will require the business associate to promptly cure the breach.

If the business associate fails to cure the breach to our satisfaction, we will terminate the business associate contract and our business associate relationship with that business associate.

If termination of the contract is not feasible, we will report the business associate's breach to HHS.

PROCEDURE

Suspected Breach. You must immediately notify our Privacy Officer if you learn that a business associate may have breached or violated the business associate contract.

You must cooperate with and follow the instructions of our Privacy Officer regarding investigation and resolution of the suspected breach or violation, including any continued involvement with that business associate.

POLICY - Our Organization as Business Associate. We may serve as the business associate of another covered entity (for example, we may provide billing services, electronic transaction translation and transmission, or practice management for other health care providers).

When we serve as a business associate of another covered entity, we will enter into a business associate contract with that covered entity.

PROCEDURE

You must obtain the approval of our Privacy Officer for any business associate contract you may be asked to accept on behalf of our organization before you undertake any business associate function or activity involving protected health information.

POLICY - Our Business Associate Contract Compliance. We will fully comply with the terms of each business associate contract we enter into as a business associate of a covered entity. Our failure to comply with our business associate contract obligations will expose our organization to sanctions under the Privacy Rules.

PROCEDURE

Our Suspected Breach. You must immediately notify our Privacy Officer if you learn that we may have breached or violated a business associate contract with another covered entity.

You must cooperate with and follow the instructions of our Privacy Officer regarding investigation and resolution of the suspected breach or violation.

POLICY - Documentation. The Privacy Officer will retain, on paper or electronically, the documentation we obtain or receive in connection with uses with or disclosures to business associates, or uses with or disclosures to covered entities for which we are a business associate, until 6 years after the later of its creation or last effective date.