

Weber Family Chiropractic PC
Business Associates

Policy No.: 11

Issue Date: 04/14/03

Revision Date: ___/___/___

Approvals: Dr. Scott Weber
 Title: Office Manager

Title:

I. POLICY

It is the policy of Weber Family Chiropractic PC to require those persons (individuals and entities) to which Weber Family Chiropractic PC outsources administrative and/or clinical functions that use or disclose patient health information to maintain the confidentiality of the patient health information they receive from Weber Family Chiropractic PC or generate on behalf of Weber Family Chiropractic PC. All such persons are considered “business associates” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and Weber Family Chiropractic PC expects its business associates to be compliant with HIPAA. It is further the Policy of Weber Family Chiropractic PC to include, in all contracts with business associates, a contractual obligation for the business associate to meet the requirements of HIPAA. This Policy supersedes any previous policy on this subject.

II. PURPOSE

The purpose of this Policy to outline guidelines for identifying the business associates of Weber Family Chiropractic PC, for preparing a business associate provision to be included in the existing agreements with identified business associates and for taking action against a non-compliant business associate.

III. SCOPE

This Policy should be used to evaluate every relationship Weber Family Chiropractic PC has with an outside person to determine whether that person is a business associate. If a person is a business associate, the remainder of the Policy applies to such person.

IV. PROCEDURES

A. Identifying Business Associates

1. A “business associate” is any person who is not an employee of Weber Family Chiropractic PC who performs or assists in the performance of a function or activity on behalf of Weber Family Chiropractic PC; and that function or activity involves the use or disclosure of PHI.
2. Dr. Scott Weber will make a list of every non-employee and every entity with whom/which Weber Family Chiropractic PC has an agreement, oral or written, to provide services to Weber Family Chiropractic PC.
3. Dr. Scott Weber will use the following two criteria with respect to each person and the services that are performed:

- a. Is this person performing an activity or a function on behalf of or in the name of Weber Family Chiropractic PC, i.e., an activity that would otherwise be performed by a staff member if not outsourced to this person?
 - b. Does the activity or function inherently involve the use or disclosure of patient health information? (The fact that the person may overhear or see patient health information in the course of performing a function is not sufficient.)
4. If the answer to both questions in No. 3 above is “yes,” Dr. Scott Weber will place the person on a list entitled “Business Associate Provisions.” If the answer to one of the two questions in “no,” the person is not a business associate. However, if the person is not a business associate but may overhear or see patient health information in the course of performing a function or activity on behalf of Weber Family Chiropractic PC, Dr. Scott Weber will place the person on another list entitled “Confidentiality Provision.”
5. When making the lists in No. 3 above, Dr. Scott Weber will consider, among other services, the following services that might be provided to Weber Family Chiropractic PC: billing, transcribing, data processing, data analysis, quality assurance, professional review, practice management, legal, accounting, auditing, practice and software consulting, actuarial, cleaning, biomedical waste, laboratory, radiology, case management and temporary clinical or clerical services.
6. With respect to the persons on the business associate list, Dr. Scott Weber will bring agreements with business associates into compliance with this Policy in the following order:
- a. those business associates with whom/which Weber Family Chiropractic PC does not have a written contract; Dr. Scott Weber will use a business associate agreement (see B below);
 - b. those business associates with whom/which Weber Family Chiropractic PC has a written agreement and the written agreement expires on or before April 14, 2003; Dr. Scott Weber will use a business associate addendum (see B below); and
 - c. those business associates with whom/which Weber Family Chiropractic PC has a written agreement and the written agreement expires after April 14, 2003 or has no expiration date; Dr. Scott Weber will use a business associate addendum (see B below).
7. With respect to the persons on the confidential provision list, Dr. Scott Weber will prepare a confidentiality acknowledgement and will request that all persons on the list execute the confidentiality acknowledgement form. If any person refuses to execute the confidentiality acknowledgement, Dr. Scott Weber will inform the person that failure to execute may result in termination of the agreement for services.

B. Preparing Business Associate Agreements and Addenda

1. Dr. Scott Weber will prepare a business associate agreement and a business associate addendum that includes the following elements:
 - a. All of the following obligations of the business associate:
 - (i) to not use or disclose patient health information except as permitted or required by law
 - (ii) to use appropriate safeguards to prevent use or disclosure other than allowed by the agreement;
 - (iii) to report any violation of the agreement;
 - (iv) to ensure that any of the business associate’s subcontractors abide by the agreement;
 - (v) to provide access to patient health information, at the request of Weber Family Chiropractic PC, to Weber Family Chiropractic PC or to any other individual for inspection and copying;
 - (vi) to make amendments or corrections to patient health information to which Weber Family

- Chiropractic PC agrees, in accordance with Policy No. 7;
- (vii) to make internal practices, books and records relating to the use and disclosure of patient health information available to Weber Family Chiropractic PC or to the U.S. Department of Health and Human Services or other governmental agency, at Weber Family Chiropractic PC's request as required by law;
 - (viii) to log all disclosures of patient health information, subject to an authorization, in the accounting logs in the medical and billing records of Weber Family Chiropractic PC; and
 - (ix) to provide information about the logged disclosures to Weber Family Chiropractic PC upon its request.
- b. a description of the purposes for which the business associate is permitted to use or disclose patient health information;
 - c. a statement that the business associate can use patient health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate;
 - d. all of the following responsibilities of Weber Family Chiropractic PC:
 - (i) to provide the business associate with Weber Family Chiropractic PC's Notice of Health Information Practices and any changes to the Notice, made from time to time;
 - (ii) to provide the business associate with any changes in, or revocation of, permission by a patient to use or disclose the patient's health information;
 - (iii) to notify the business associate of any restriction on the use or disclosure of patient health information to which Weber Family Chiropractic PC agrees (see Policy No. 6); and
 - (iv) to refrain from asking the business associate to use or disclose patient health information in a manner that would be in violation of state or federal law.
 - e. a provision allowing Weber Family Chiropractic PC to terminate the business associate agreement and/or the underlying contract or service agreement, based on a material breach by the business associate of the agreement and the failure to cure the breach;
 - f. a requirement for the business associate to return or destroy all patient health information upon termination of the agreement; if it is not feasible to return or destroy patient health information, the terms of the agreement will continue to apply to any patient health information retained by the business associate after termination of the agreement.

2. If a business associate presents a form of business associate agreement or addendum to Weber Family Chiropractic PC for execution, Dr. Scott Weber will ensure that the agreement or addendum includes all of the above elements before execution.

C. Handling Violations of Business Associate Agreements or Addenda

1. Weber Family Chiropractic PC is liable for any damages, fines or other consequences that may result from a business associate's use or disclosure of patient health information in a manner not permitted by HIPAA. If Weber Family Chiropractic PC becomes aware any material breach of a business associate agreement or addendum or of a requirement of the HIPAA privacy rules by a business associate, Dr. Scott Weber must, within ten (10) days of obtaining such knowledge, send written notice of the breach to the business associate and request that the business associate cure the breach within the time specified in the business associate agreement/addendum.

2. Dr. Scott Weber will additionally review the mitigation process in Policy No. 10 and determine whether any mitigation may be undertaken by Weber Family Chiropractic PC or business associate to prevent or lessen any harmful effect that has been caused, or may be caused, by the violation. Dr. Scott Weber will undertake, or will

cause the business associate to undertake, appropriate mitigation after all approvals required by Policy No. 10.

3. If the business associate does not cure the internal problem or oversight that caused the violation or breach, Dr. Scott Weber will make alternate arrangements for the provision of the service rendered by the business associate and will terminate the underlying service agreement and the business associate agreement with the business associate in accordance with the terms of those agreements. Dr. Scott Weber will ensure that all patient health information in the possession of the business associate is returned or destroyed.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Title: _____

Title: _____