COMMUNITY MENTAL HEALTH AUTHORITY

ADMINISTRATIVE POLICY AND PROCEDURES MANUAL				
Chapter **Program Quality**	**Section** **HIPAA**	**Chapter** **05**	**Section** **03**	**Subject** **15**
Subject **Business Associate**	**Authorization**		**Approved: 4/8/03** **Replaces: None**	

Updated: October 2024; Reviewed/No Update: October 2025

I. PURPOSE: To establish policy and procedure regarding Gogebic Community Mental Health Authority (GCMHA) Business Associates.

II. APPLICATION: All programs operated by GCMHA.

III. DEFINITIONS: Business Associate (BA): A person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, GCMHA.

IV. POLICY: GCMHA shall obtain satisfactory assurances from its business associates that they will appropriately safeguard the protected health information they receive or create on behalf of GCMHA. The satisfactory assurance will be in the form of a Business Associate Agreement (BAA).

V. PROCEDURE:

A. Examples of business functions and activities that may involve the use or disclosure of PHI are: claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; and repricing.

B. Examples of business associate services that may involve the use of disclosure of PHI are: legal; actuarial; accounting; consulting; data aggregation; management; administrative; accreditation; and financial.

C. Examples of persons or organizations whose functions or services do not involve the use or disclosure of PHI, and where any access to any PHI would be incidental: janitorial services; electrician; U S Postal Service.

D. An employee of GCMHA is not a business associate.

E. GCMHA may disclose PHI to a health care provider for treatment of the individual without a business associate agreement.

F. GCMHA Privacy Officer will ensure that GCMHA Business Associates are identified and Business Associate Agreements are executed.

G. A Business Associate Agreement (BAA) must comply with the following:

1. Establish the permitted and required uses and disclosures of the PHI.
2. Contain no provision that authorizes the business associate to illegally use or disclose the information.
3. Authorized representatives of both parties must sign the Business Associate Agreement.
4. Require the BA to only use and disclose PHI in compliance with the agreement or as required by law. BA will not use or further disclose the PHI other than as permitted or required by the contract or as required by law.
5. BA will use appropriate safeguards to prevent use or disclosure other than as provided for by the contract.
6. BA will report to GCMHA any use or disclosure of the information not provided for by the contract.
7. BA will ensure that any of its agents or subcontractors to whom it provides PHI received from or created or received by the business associate on behalf of GCMHA agrees to the same restrictions and conditions that apply to the business associate.
8. BA will make its internal practices books and records available to the Secretary of the U. S. Department of Health and Human Services to determine GCMHA's compliance with the business associate agreement.
9. BA will make the PHI available for inspection by the recipient.
10. At the termination of the BAA, if feasible, BA will return or destroy the PHI. If not feasible, they will extend the protections of the contract to the information and limit further uses and disclosures.
11. BA will permit GCMHA to terminate the agreement if the BA has violated the terms of the business associate agreement.
12. BA will make PHI available for amendment and incorporate any amendments in accordance with GCMHA Policy Amending PHI (#05-03-05).
13. BA will make available the information required to provide an accounting of disclosures in accordance with GCMHA Policy Accounting of Disclosures (#05-03-06).

VI. REFERENCES AND LEGAL AUTHORITY: 45 CFR Part 164 Section 502 (e) (1)

VII. EXHIBITS: Sample Business Associate Agreements (with and without a contract)