



COLLABORATIVE RESOURCES VERIFICATION OF COMPLIANCE

Dear Business Associate,

MBGHHC offers a wide range of Home Care services to our guest, that's where you come in. By collaborating with the best local "Business Associates", we are able to offer excellent service.

To maintain our guest security and confidence, we require verification of every "Business Associates" on our "Approved Vendors" list. The following HIPAA Compliance forms must be returned to **MBGHHC**, before we will schedule services with "Business Associate". **NO EXCEPTIONS.**

The following forms will assist us in making sure that you are HIPAA Complaint. Please read and print the three sheets that require a signature, and return to MBGHHC, for review and approval as an "MBGHHC Approved Vendor."

Any questions, please contact us. We look forward to a long relationship.

Sincerely,

Kim Brown, Owner
MBGHHC LLC



COLLABORATIVE RESOURCES

VERIFICATION OF COMPLIANCE

Covered Entity	MamaBrownsGHHC LLC
Legal name of Business Associate and (if) DBA	

This document is presented as verification that the Business Associate identified hereon has completed all necessary requirements and is in full compliance with all required HIPAA rules and the Business Associate Agreement to which it is attached. Specifically, the Business Associate identified above testifies that it has established the appropriate administrative, physical, and electronic safeguards to protect the private and personal, patient protected information of Mama Brown's Gifted Hands Home Care LLC t which it has access.

Additionally, Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information, as provided for by this Contract. Appropriate safeguards include, but are not limited

- (i) Implementation of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that they create, receive, maintain, or transmit on behalf of the covered entity as required by the HIPAA Privacy and Security Rules.
- (ii) Ensure, through a binding Business Associate Agreement, that any agent, including a subcontractor, to whom primary Business Associate provides such information agrees to implement the same reasonable and appropriate safeguards to protect it.
- (iii) Prepare and implement administrative safeguards, actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect protected health information and to manage the conduct of the business associate's workforce in relation to the protection of that information.
- (iv) Implement physical safeguards, including physical measures, policies, and procedures to protect a covered entity's or business associate's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- (v) Conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of all protected health information held by the business associate.
- (vi) Provide and document appropriate HIPAA training for all employees and representatives of the Business Associate relating to the HIPAA rules and requirements including the individual responsibilities relating to HIPAA rules as employees of the Business Associate.

BUSINESS ASSOCIATE

By: _____ **Print Name:** _____
 (Authorized Signature)

Representative's Title: _____ **Date:** _____



To:(Business Associate)

Dear: (Business Associate)

Date:

Enclosed, please find a Business Associate Agreement we have prepared, as required by the Department of Health and Human Services, under the Health Insurance Portability and Accountability Act (HIPAA). This Agreement establishes and outlines HIPAA's requirements governing the working relationship we, as Covered Entities, have with your firm involving patient information to which your employees have access in the performance of your contracted activities. It has been revised to respond to the amended provisions of the Act by the recent adoption of HIPAA's Omnibus Rule. (Include this last line only if you are updating an existing BAA.)

By definition, a Business Associate is defined as a person, entity, or organization, other than a member of a Covered Entity's workforce, that performs certain functions or activities on behalf of, or provides certain services to, a Covered entity that involve the use or disclosure of individually identifiable health information. The Business Associate Agreement ensures that the Business Associate will safeguard any and all patient protected health information to which it has access or possession.

Because Business Associates are not otherwise bound by the rules established within the HIPAA, Business Associates must provide "satisfactory assurances", as that term is defined under HIPAA, by way of a written and signed Business Associate Agreement; a written contract that the patient information provided to them will be protected to the letter of the HIPAA rules and requirements.

If you have any questions concerning Business Associate requirements, you can find a complete copy of the Omnibus Rule outlining the conditions relating to the Business Associate on line at <http://www.hhs.gov/ocr/hipaa>.

Please review and sign and return the attached Agreement at your earliest opportunity.

Sincerely,

Kim Brown, Owner
MBGHHC LLC



To: [Business Associate]

Dear [Business Associate]:

[Date]

Subject: **BUSINESS ASSOCIATE OBLIGATION TO COMPLY WITH HIPAA**

As a Business Associate of Mama Brown's GHHC, LLC, our business relationship involves our disclosure of our patient(s) personal Protected Health Information (PHI). Because the PHI is protected under the Health Insurance Portability and Accountability Act of 1996, you entered into a contractual Business Associate Agreement with Mama Brown's GHHC, LLC.

The agreement states that you understand and agree to abide by the requirements of HIPAA and the HIPAA rules. Your obligation to abide by HIPAA regulations and procedures applies to any and all information to which you might be or have been exposed during the period of our business relationship. The requirement to adhere to HIPAA mandates, and the confidentiality therein established, is life-long and remains in force after the termination of that business relationship.

Please remember and be advised that you remain subject to civil or criminal prosecution for any future violations, unauthorized access, use, modification, disclosure, or destruction of any protected information you may have accessed during the period of our business relationship.

Sincerely,

Kim Brown, Owner
MBGHHC LLC