**HIPAA Compliance**

Oxcyon, Inc. takes privacy very seriously. We share a commitment with Covered Entities to protect the privacy and confidentiality of Protected Health Information ([PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms)) that we obtain subject to the terms of a Business Associate Agreement. This Policy is provided to help you better understand how we at OXCYON, INC., use, disclose, and protect [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) in accordance with the terms of Business Associate Agreements.

**Definitions**

*Business Associate Agreement (BA Agreement).* A Business Associate Agreement is a formal written contract between OXCYON, INC. and a Covered Entity that requires OXCYON, INC. to comply with specific requirements related to [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms).

Covered Entity. A Covered Entity is a health plan, health care provider, or healthcare clearinghouse that must comply with the [HIPAA](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) Privacy Rule.

Protected Health Information ([PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms)). [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) includes all “individually identifiable health information” that is transmitted or maintained in any form or medium by a Covered Entity. Individually identifiable health information is any information that can be used to identify an individual and that was created, used, or disclosed in (a) the course of providing a health care service such as diagnosis or treatment, or (b) in relation to the payment for the provision of health care services.

**Use and Disclosure of**[**PHI**](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms)

We may use [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) for our management, administration, data aggregation and legal obligations to the extent such use of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) is permitted or required by the BA Agreement and not prohibited by law. We may use or disclose [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) on behalf of, or to provide services to, Covered Entities for purposes of fulfilling our service obligations to Covered Entities, if such use or disclosure of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) is permitted or required by the BA Agreement and would not violate the Privacy Rule.

In the event that [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) must be disclosed to a subcontractor or agent, we will ensure that the subcontractor or agent agrees to abide by the same restrictions and conditions that apply to us under the BA Agreement with respect to [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms), including the implementation of reasonable and appropriate safeguards. We may also use [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) to report violations of law to appropriate federal and state authorities.

**Safeguards**

We use appropriate safeguards to prevent the use or disclosure of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) other than as provided for in the BA Agreement. We have implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that we create, receive, maintain, or transmit on behalf of a Covered Entity. Such safeguards include:

* Maintaining appropriate clearance procedures and providing supervision to assure that our workforce follows appropriate [Security](https://www.oxcyon.com/centralpoint-dxp/module-gallery1/centralpoint-global-login-sso-121)procedures;
* Providing appropriate training for our staff to assure that our staff complies with our [Security](https://www.oxcyon.com/centralpoint-dxp/module-gallery1/centralpoint-global-login-sso-121)policies;
* Making use of appropriate encryption when transmitting [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) over the Internet;
* Utilizing appropriate storage, backup, disposal and reuse procedures to protect [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms);
* Utilizing appropriate [Authentication](https://www.oxcyon.com/centralpoint-dxp/module-gallery1/centralpoint-global-login-sso-121) and access controls to safeguard [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms);
* Utilizing appropriate [Security](https://www.oxcyon.com/centralpoint-dxp/module-gallery1/centralpoint-global-login-sso-121)incident procedures and providing training to our staff sufficient to detect and analyze [Security](https://www.oxcyon.com/centralpoint-dxp/module-gallery1/centralpoint-global-login-sso-121)incidents; and
* Maintaining a current contingency plan and emergency access plan in case of an emergency to assure that the [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) we hold on behalf of a Covered Entity is available when needed.

**Mitigation of Harm**

In the event of a use or disclosure of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) that is in violation of the requirements of the BA agreement, we will mitigate, to the extent practicable, any harmful effect resulting from the violation. Such mitigation will include:

* [Reporting](https://www.oxcyon.com/centralpoint-dxp/module-gallery1/centralpoint) any use or disclosure of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) not provided for by the BA Agreement and any [Security](https://www.oxcyon.com/centralpoint-dxp/module-gallery1/centralpoint-global-login-sso-121)incident of which we become aware to the Covered Entity; and
* Documenting such disclosures of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosure of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) in accordance with [HIPAA](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms).

**Access to**[**PHI**](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms)

As provided in the BA Agreement, we will make available to Covered Entities, information necessary for Covered Entity to give individuals their rights of access, amendment, and accounting in accordance with [HIPAA](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) regulations.

Upon request, we will make our internal practices, books, and records including policies and procedures, relating to the use and disclosure of [PHI](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) received from, or created or received by the BA on behalf of a Covered Entity available to the Covered Entity or the Secretary of the U.S. Department of Health and Human Services for the purpose of determining [Compliance](https://www.oxcyon.com/centralpoint-dxp/search?search=compliance) with the terms of the BA Agreement and [HIPAA](https://www.oxcyon.com/centralpoint-dxp/cms_hipaa_portal_cms) regulations.