

To:

From: MMilanovich

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This message has attachments.



Memorandum

To: Ann
Accessible Home Health Care

Fax #: (949) 859-4773

From: Michelle Milanovich
Univita
Phone: 1-888-370-6955
Fax: 1-877-803-9065

Date: 09/27/2012

Subject: HIPAA Agreement

Comments/Notes:

Per our conversation on 09/27/2012, the reimbursement rate for this one time health assessment will be \$85.00 flat. Please complete the following forms and fax them back to Michelle Milanovich at 1-877-803-9065 along with a copy of your nursing license. Once the completed forms have been received, the assessment information will be sent to you.

You are required to contact the claimant within 24 hours to try to schedule an appointment. The appointment should be set based on the claimant's earliest convenience. If you have any questions or concerns, please contact Michelle Milanovich at 1-888-370-6955.

Thank you,

Michelle Milanovich
Univita
Assessment Services Coordinator



Univita One Visit Professional Services Agreement

PARTIES:

Univita..... (“Univita”)

Accessible Home Health Care..... (“Agency”)

Agency has agreed to perform a one time health assessment visit on behalf of Univita. The assessment will be performed on client Richard L. Robechek at a date and time agreed upon by client and Agency.

AGREEMENTS:

1. Insurance. Agency warrants that they maintain a policy or policies of malpractice and professional liability insurance acceptable to Univita under which Agency and its Qualified Professionals and other contractors, agents and employees shall be covered for limits of liability of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate for the type of activities conducted by Agency on behalf of Univita. Agency shall require any contract nurses or Qualified Professionals who perform services for Agency to have the same or greater coverage. Upon request of Univita, Agency shall furnish Univita with certificates or other satisfactory evidence that all such insurance is in full force and effect.

2. Indemnification. Each party shall defend, indemnify and hold harmless the other party against all claims, liabilities, damages or expenses (including reasonable attorney fees) that arise out of the acts or omissions including malpractice or negligence of their own employees, agents or representatives in discharging its or their obligations under this agreement.

3. HIPAA Required Provisions. Univita is considered a Business Associate of Covered Entities under the federal HIPAA Privacy Regulations. As a Business Associate, Univita is required to ensure that its subcontractors, including Agency, agree to the same restrictions and conditions that apply to Univita with respect to the Protected Health Information (PHI) and Electronic Protected Health Information (E PHI) and to whom Univita provides PHI or E PHI. Agency agrees as follows:

a. Agency will not use or disclose PHI or E PHI other than as permitted or required in this Agreement or as required by law, or for its own proper management services (with proper assurances of confidentiality) and will use appropriate safeguards to prevent use or disclosure of PHI or E PHI other than as provided for by this Section. Agency will report to Univita any and all intentional or unintentional unauthorized use or disclosure of PHI or E PHI, or breach of security, of which it causes or becomes aware of, as soon as reasonably possible, and to mitigate any resulting harm. Unauthorized use or disclosure includes but is not limited to the following: a misdirected fax or letter, documents lost or left behind, documents not securely disposed of that contain PHI or E PHI.

b. At the request of Univita, and in the time and manner determined by Univita, Agency agrees to provide Univita access to PHI or E PHI in a designated record set, make any amendment(s) to PHI or E PHI in a designated record set that Univita directs and document disclosures of PHI or E PHI and information related to such disclosures as required for Univita to respond to a request for an accounting of disclosures of PHI or E PHI. Agency also agrees to provide such an accounting as requested by Univita.

c. Agency agrees to make internal practices, books, and records, including policies and procedures and PHI or E PHI, relating to the use and disclosure of PHI or E PHI received from, or created or received by Agency on behalf of Univita available to Univita.

(continued)

d. Upon Univita's knowledge of a material breach by Agency, Univita may, at its sole option, immediately terminate this Agreement. Upon termination of this Agreement for any reason, Agency shall destroy or return to Univita all PHI or EPHI provided by Univita to Agency, or created or received by Agency on behalf of Univita. If it is infeasible to return or destroy PHI or EPHI, Agency shall provide notification to Univita of the conditions that make return or destruction infeasible and shall extend the protections of this Paragraph to such PHI or EPHI and limit further uses and disclosures of such PHI or EPHI to those purposes that make the return or destruction infeasible, for so long as Agency maintains such PHI or EPHI.

4. Background Checking. Agency will be responsible for conducting background checks on all its employees performing Professional Services hereunder in accordance with applicable local, state and federal laws and regulations concerning notice, consent, disclosure, use, retention and correction of background check information, to include a seven year state criminal search, social security number verification, past employment verification, educational background verification and credit check. Agency agrees that in addition to any background checking required hereunder, it will take reasonable steps to ensure that it does not provide employees to perform Professional Services who (1) are ineligible to perform the Professional Services pursuant to state or federal law or regulation, (2) have committed any act of dishonesty or breach of trust involving Univita or its employees, or (3) have failed any drug test required by Agency. Agency agrees, at Univita's request no more often than once per year, to provide evidence sufficient to Univita of Agency's compliance with the undertakings in the Paragraph and to permit Univita such access to its records and premises as may be necessary in the determination of Univita to audit such compliance.

5. Facsimile Signatures. Agency and Univita agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission to the other party and that such facsimile signatures shall have the same effect as original signatures.

Agency

Printed Name of Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

By: _____

Signature of Signer

Print Name of Signer

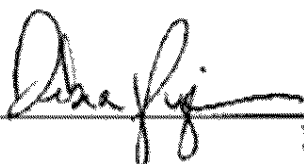
Title of Signer: _____

Date: _____

Univita

Title: Director, National Network of Nurses

Date: 09/27/2012

By:  _____
Debra Pieper