

URI HIPAA PRIVACY POLICY # 4

Title:	BUSINESS ASSOCIATE AGREEMENTS	Purpose & Background	See Memo Entitled “HIPAA at URI: Introduction to HIPAA and an Overview of HIPAA Implementation at URI” available online at the URI HIPAA website
Originator (Responsible Department/Unit):	URI HIPAA Compliance Oversight Committee	Effective Date:	05/22/2018
Applies to:	All URI Departments and Units Designated as HIPAA “Covered Components” and “Business Associate Components”	Revised Date(s):	07/06/2018

POLICY:

I. In General

From time to time, a University of Rhode Island (“URI”) Health Care Component, may need to share PHI with certain external parties acting as Business Associates, who are specifically contracted to provide the URI with services utilizing that health information and who are permitted under Rhode Island law to receive that information without the consent of the individual. As required by HIPAA, PHI may only be shared with a Business Associate pursuant to a written business associate agreement which includes specific assurances. Examples of disclosures generally or sometimes allowed by Rhode Island law that may be made under a Business Associate Agreement are disclosures to health insurers and health benefit administrators, utilization review agents, malpractice insurers, retained legal counsel, workers compensation insurers, and billing and collection services.

In addition, from time to time, a department, school, office or other unit within URI, may provide services to an external HIPAA Covered Entity which services may cause the department, school, office or other unit to meet the definition of a Business Associate with respect to that external Covered Entity. As required by HIPAA, the URI may only provide such business associate services to an external Covered Entity pursuant to a written business associate agreement which includes specific assurances.

II. Health Care Components

A URI Health Care Component shall not disclose any PHI to a Business Associate, and may not allow a Business Associate to receive, obtain, use or disclose PHI on its behalf (a) unless the disclosure to the Business Associate is permitted by Rhode island law, and (b) unless and until a written business associate agreement has been approved by URI University Counsel and has been signed by both parties. The URI Health Care Component shall comply with all of the terms and conditions of the business associate agreements into which it enters. The URI Health Care Component shall take all reasonable measures to ensure compliance with the terms and conditions of the business associate agreement by the Business Associate and shall take prompt and appropriate action in the event of any breach of the agreement by the Business Associate.

III. Business Associate Components

A URI Business Associate Component shall not receive, obtain, use or disclose any PHI from or on behalf of an external Covered Entity unless and until a written business associate agreement has been approved by URI University Counsel and has been signed by both parties. The URI Business

Associate Component shall comply with all of the terms and conditions of the business associate agreements into which it enters. The URI Business Associate Component shall take all reasonable measures to ensure compliance with the terms and conditions of the business associate agreement by the external Covered Entity and shall take prompt and appropriate action in the event of any breach of the agreement by the external Covered Entity.

A URI Business Associate Component shall not disclose any PHI to a business associate that is a subcontractor, or permit a business associate that is a subcontractor to create, receive, maintain, or transmit PHI on its behalf, unless the URI Business Associate Component obtains satisfactory written assurances in the form of a business associate contract that the subcontractor will appropriately safeguard the information.

The Business Associate Components of the University of Rhode Island are listed and defined in HIPAA Policy #2.