



## Oklahoma State University

<b>Title: Business Associate Contracts</b>	<b>Policy #: PRV-02.01</b>
<b>Category: HIPAA Compliance</b>	<b>Authority: 45 CFR § HIPAA SECTIONS: 164.504(e)(1)</b>
<b>Standard: Uses and disclosures: Organizational Requirements</b>	<b>Responsibility: Health Care Components</b>
<b>Effective Date: 4/14/2003</b>	<b>Page 1 of 2</b>
<b>Approved By: OSU Legal Counsel</b>	<b>Revised: 7/1/2013</b>

### PURPOSE:

To establish the content of what must be in the Business Associate Agreement between OSU and its Business Associates.

### POLICY:

A contract between OSU and a business associate must: *§164.504(e)(2)*

1. Establish the permitted and required uses and disclosures of protected health information by the business associate. The contract may not authorize the business associate to use or further disclose the information in a manner that would violate the requirements of the Privacy Rule, if done by OSU, except that: *§164.504(e)(2)(i)*
  - a. The contract may permit the Business Associate to use and disclose protected health information for the proper management and administration of the business associate, and *§164.504(e)(2)(i)(A)*
  - b. The contract may permit the business associate to provide data aggregation services to the health care operations of OSU. *§164.504(e)(2)(i)(B)*
2. Provide that the business associate will: *§164.504(e)(2)(ii)*
  - a. Not use or disclose the information other than as permitted or required by the contract or as required by law; *§164.504(e)(2)(ii)(A)*
  - b. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by its contract; *§164.504(e)(2)(ii)(B)*
  - c. Report to OSU any use or disclosure of the information not provided for by its contract of which it becomes aware, including breaches of unsecured protected health information as required by *§164.410 Notification by a Business Associate*; *§164.504(e)(2)(ii)(C)*
  - d. In accordance with *§164.502(e)(1)(ii)*, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions and conditions that apply to the business associate with respect to such information; *§164.504(e)(2)(ii)(D)*
  - e. Make available protected health information in accordance with *§164.524 Access of Individuals to protected health information*; *§164.504(e)(2)(ii)(E)*



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- f. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with §164.526 *Amendment of PHI; §164.504(e)(2)(ii)(F)*
  - g. Make available the information required to provide an accounting of disclosures in accordance with §164.528 *Accounting of Disclosures of PHI; §164.504(e)(2)(ii)(G)*
  - h. To the extent the business associate is to carry out OSU's obligation under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to OSU in the performance of such obligation. *§164.504(e)(2)(ii)(H)*
  - i. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on behalf of, OSU available to the Secretary for the Department of Health and Human Resources for purposes of determining OSU's compliance with the Privacy Rule; and *§164.504(e)(2)(ii)(I)*
  - j. At termination of the contract, if feasible, return or destroy all protected health information received from, or created or received by the business associate on behalf of, OSU that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. *§164.504(e)(2)(ii)(J)*
3. Authorize termination of the contract by OSU, if OSU determines that the business associate has violated a material term of the contract. *§164.504(e)(2)(iii)*

### PROCEDURE:

The HIPAA Compliance Office will work the OSU-Tulsa Business Affairs Office in ensuring that the current version of the Business Associate Agreement is current on all applicable HIPAA requirements.

The current version of the BAA does contain all the above mentioned elements.

### REFERENCE:

§160.103 Definition of Business Associate