



Use or Disclosure of Protected Health Information to Business Associates Policy

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Policy Type:	University
Responsible Executive:	Provost
Responsible Office:	Academic Affairs
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I. Policy Statement

The University of Louisiana at Monroe's Use or Disclosure of Protected Health Information to Business Associates Official Policy establishes the requirements for disclosing a patient's protected health information to health care facilities and any other providers affiliated with ULM according to HIPAA.

II. Purpose of Policy

To provide guidance to the health care facilities and providers affiliated with ULM on the requirements of the Health Insurance Portability and Accountability Act (HIPAA), Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 ("HIPAA Rules") that relate to the disclosure of a patient's Protected Health Information to a Business Associate (BA) of ULM.

III. Applicability

This policy is applicable to all faculty and staff.

IV. Definitions

Business Associate – For purposes of this policy, a Business Associate is a person or entity that is contracted by ULM to perform certain functions, or activities on behalf of ULM or provides certain services to ULM that involve the use or disclosure of Protected Health Information from ULM.

Examples of Business Associate functions and activities include but are not limited to:

- claims processing or administration;
- data analysis;
- processing or administration;
- utilization review;
- quality assurance;
- billing;
- benefit management;
- practice management; and
- re-pricing.

Examples of Business Associate services include but are not limited to:

- legal services (e.g. malpractice case);
- actuarial services;
- accounting services (e.g. if PHI is disclosed to CPA);
- consulting services;
- data aggregation;
- management services;
- administrative services;

- accreditation; and
- financial services.

The following are NOT Business Associates for purposes of this policy:

- A member of ULM’s work force;
- A third-party payer (e.g. HMO, Medicare) that ULM discloses PHI to obtain payment for services to its insured;
- A health care provider, with respect to disclosures by a covered entity to the health care provider concerning the treatment of the individual;
- A government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency, or collecting protected health information for such purposes, to the extent such activities are authorized by law; or
- A covered entity participating in an organized health care arrangement that performs a function or activity for or on behalf of such organized health care arrangement, or that provides a service to or for such organized health care arrangement by virtue of such activities or services.

Protected Health Information (sometime referred to as “PHI”) – for the purpose of this policy means individually identifiable health information that relates to past, present or future health care services provided to an individual. Examples of Protected Health Information include medical and billing records of a patient.

V. Policy Procedure

1.0 ULM may disclose PHI to a Business Associate and may allow a Business Associate to create or receive PHI on its behalf, if ULM enters into a business associate agreement regarding the use and disclosure of PHI. The business associate agreement must provide that the business associate will appropriately safeguard the information. The following are examples of when a business associate contract may be needed:

- A third party administrator (TPA) assists ULM with claims processing.
- Certified Public Accountant (CPA) whose accounting services to ULM involve access to PHI.
- A consultant who performs utilization reviews for ULM.
- A health care clearinghouse that translates a claim from a non-standard format into a standard transaction on behalf of ULM and forwards the processed transaction to a payer.
- An independent medical transcriptionist who provides transcription services to ULM.
- An attorney whose legal advice depends upon reviewing PHI.
- An individual performing a review as part of an accreditation process.
- A health care provider evaluating students or residents.

2.0 A contract between ULM and a business associate must:

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 HIPAA Rules, if done by ULM, except that:

2.1.1 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

2.1.2 The contract may permit the business associate to provide data aggregation services relating to the health care operations of ULM.

2.2 Provide that the business associate will:

2.2.1 Not use or further disclose the information other than as permitted or required by the contract or as required by law;

2.2.2 Use appropriate safeguards with respect to protected health information, to prevent use or disclosure of the information other than as provided for by its contract;

2.2.3 Report to ULM 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;

2.2.4 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;

2.2.5 Make available protected health information to ULM in response to a patient's request to view or copy their PHI;

2.2.6 Make available protected health information for amendment and incorporate any amendments to protected health information;

2.2.7 Make available to ULM, the information required to provide an accounting of disclosures;

2.2.8 To the extent the business associate is to carry out a covered entity's obligation under the HIPAA Rules, comply with the requirements of the HIPAA Rules to ULM in the performance of such obligation.

2.2.9 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, ULM available to the Secretary for purposes of determining ULM's compliance with the HIPAA Rules; and

2.2.10 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, ULM 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.

2.2.11 Authorize termination of the contract by ULM, if ULM determines that the business associate has violated a material term of the contract.

2.2.12 Report to ULM any security incident of which it becomes aware, including breaches of unsecured protected health information.

3.0 Government entities

3.1 If the business associate of ULM is a government entity:

3.1.1 ULM may enter into a memorandum of understanding with the business associate that contains terms that accomplish the objectives of this policy.

3.1.2 ULM does not require a business associate agreement if other law contains requirements applicable to the business associate that accomplish the objectives of this policy.

4.0 Required by Law

4.1 If a business associate is required by law to perform a function or activity on behalf of ULM or to provide a service described above to a ULM, ULM may disclose protected health information to the business associate to the extent necessary to comply with the legal mandate without a business associate agreement, provided that ULM attempts in good faith to obtain satisfactory assurances, and, if such attempt fails, documents the attempt and the reasons that such assurances cannot be obtained.

4.2 ULM may omit from its other arrangements the termination authorization required by 2.2.10 and 2.2.11 above, if such authorization is inconsistent with the statutory obligations of ULM or its business associate.

5.0 ULM does not need a business associate contract in the following situations:

- Disclosures to a health care provider concerning the treatment of the individual. For example:
- A hospital is not required to have a business associate contract with the specialist to whom it refers a patient and transmits the patient's medical chart for treatment purposes.
- A physician is not required to have a business associate contract with a laboratory as a condition of disclosing PHI for the treatment of an individual.
- A hospital laboratory is not required to have a business associate contract to disclose PHI to a reference laboratory for treatment of the individual.

5.1 Disclosures to a researcher for research purposes. This is true even when ULM has hired the researcher to perform research on ULM own behalf because research is not a covered function or activity. However, ULM must enter into a data use agreement prior to disclosing a limited data set for research purposes to a researcher.

VI. Enforcement

The Vice President of Academic Affairs will be responsible for enforcement of this policy.

VII. Policy Management

The Vice President of Academic Affairs will be responsible for enforcement of this policy.

VIII. Exclusions

None

IX. Effective Date

This policy will become effective upon the date signed by the University President.

X. Adoption

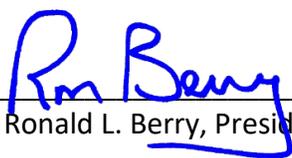
This policy is hereby adopted on this 8th day of November 2024.

Recommended for Approval by:

Approved by:



Dr. Mark Arant, Provost



Dr. Ronald L. Berry, President

XI. Appendices, References and Related Materials

45 CFR § 164.502

45 CFR § 164.504

45 CFR §164.314

XII. Revision History

Original Adoption Date: November 8, 2023