

**Texas Tech University Health Sciences Center
HIPAA Privacy Policies**

Agreements to Use PHI	Policy 6.1
HIPAA Business Associate Agreements	Effective Date: May 15, 2016
References: http://www.hhs.gov/ocr/hipaa HSC HIPAA website http://www.ttuhscc.edu/hipaa/policies_procedures.aspx	

Policy Statement The purpose of this Health Sciences Center HIPAA Policy and Procedure (HSC OP) is to provide guidance to identify Business Associates (BAs) and obtain written assurances from those BAs in order for TTUHSC to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and their implementing regulations.

Scope and Distribution

This policy applies to all health care clinical service areas owned and/or operated by TTUHSC.

Definitions

Refer to [HPP 1.1](#) for Glossary of HIPAA Terms

See [Old/New HIPAA Policy Number Cross Reference Chart](#)

Procedure

1. An approved Business Associate Agreement (BAA) shall be signed by a BA and an authorized TTUHSC official before a BA has access to, creates, receives, maintains, transmits or discloses TTUHSC's PHI/EPHI. Each TTUHSC contract manager is responsible for identifying BAs and obtaining a BAA. [HIPAA BAA Decision Tree](#) is a useful tool to determine if a BAA is required. If it is not clear whether a Contract creates a BA relationship, refer the Contract for review to the TTUHSC Purchasing Department, Contracting Office, or Institutional Privacy Officer.

Exceptions to the Requirement for a BAA.

A BAA is not required in the following situations:

- 1) disclosure of PHI/EPHI for treatment purposes;
- 2) disclosures to a patient's insurer for payment purposes;
- 3) with members of TTUHSC's organized health care arrangements;
- 4) with members of TTUHSC's workforce.
- 5) private or public couriers (i.e., US Post Office, Fed Ex);
- 6) disclosures of a Limited Data Set (however a Data Use Agreement is required and should be submitted to the IPO);
- 7) disclosures to researchers for research purposes, provided that appropriate consent has been obtained from research subjects or a

Texas Tech University Health Sciences Center HIPAA Privacy Policies

Waiver of Authorization has been obtained from the Institutional Review Board acting as the Privacy Board.

- 8) disclosures of PHI/EPHI between TTUHSC and affiliated training institutions as necessary to carry out training and education programs, as well as to meet the accreditation requirements of each institution.
- 9) Disclosures to a financial institution for the purpose of processing consumer- conducted financial transactions by debit, credit, or other payment card, clears checks, initiates or processes electronic funds transfers, or conducts any other activity that directly facilitates or effects the transfer of funds for payment for health care or health plan premiums.

2. Business Associate Agreement for Business Associates of TTUHSC.

- a. Approved BAA Template. The TTUHSC HIPAA Privacy and Security Committee adopted a Business Associate Agreement template ([TTUHSC BAA template](#)) that meets HIPAA and HITECH requirements. This Committee is responsible for amending and/or updating the TTUHSC BAA Template as needed.
- b. Use and Completion of TTUHSC BAA Template. Each TTUHSC Department, division, or operating unit shall utilize the TTUHSC BAA Template and complete Section II.A. of this Template. If the other party provides a Contract with business associate language imbedded within the Contract, the TTUHSC BAA Template shall be presented to the other party in place of the business associate language which shall be removed from the Contract.
- c. Review, Negotiation and Maintenance of BAAs. The requesting department will submit the proposed BAA to the [TTUHSC ACS Contracting System](#) for review/revision/approval. All approved BAAs will be maintained on this site.

Contact the HSC Contracting Office for assistance in downloading the BAA to the ACS system if needed.

- e. Minimum Necessary. Any disclosures of PHI/EPHI to a BA under a BAA must be limited to the minimum necessary to accomplish the intended purpose of the disclosure, use or access. Under a BAA, the BA must request only information that is the “minimum necessary”, and therefore TTUHSC may reasonably rely on a BA’s request as meeting the minimum necessary standards.
- f. Authority to Sign BAA on Behalf of TTUHSC. Only those individuals with authority delegated in accordance with Texas Tech University System

**Texas Tech University Health Sciences Center
HIPAA Privacy Policies**

Regents' Rules have authority to sign a BAA or other written contract evidencing a BAA. (See HSC OP 54.01.)

3. Breach of Business Associate Agreement by Business Associate

Any use or disclosure of PHI/EPHI by a BA that is not provided for under a BAA shall immediately be reported to the TTUHSC IPO and/or Information Security Officer (ISO). The IPO and/or ISO, as applicable, will investigate the breach and take all necessary actions to cure the breach or end the violation. If a breach cannot be cured or ended, the following steps apply in any order.

- a. Terminate the Contract. The Contract for services or products between TTUHSC and a BA shall be terminated through the TTUHSC Purchasing Department or Contracting Office. If termination of the Contract is not feasible, this shall be immediately reported to the ICO.
- b. Report to ICO. At any time a breach may be referred to the TTUHSC ICO for review and action.
- c. Mitigate. The IPO and/or ISO, in cooperation with applicable departments, divisions, or operating units shall mitigate, to the extent practicable, any harmful effect known to TTUHSC arising from a disclosure of PHI/EPHI in violation of the BAA, TTUHSC policies and procedures, or HIPAA and HITECH regulations.

4. Business Associate Agreement Where TTUHSC is the Business Associate.

- a. BAA. BAAs from third parties requesting that TTUHSC sign as the BA shall be forwarded to the IPO for review before execution of the agreement or Contract.
- b. Notification of Breaches by TTUHSC. If TTUHSC is acting as a BA and has actual knowledge of a breach, or violation by the TTUHSC workforce, the TTUHSC IPO and/or ISO shall, upon completion of an investigation of credible evidence of violation, notify the other party (Covered Entity) as required by law.

5. Right to Change Policy

TTUHSC reserves the right to interpret, change, modify, amend or rescind any policy in whole or in part at any time without the consent of workforce.

This policy and procedure will be documented and retained for a period of 6 years from the date of its creation or the date when it last was in effect, whichever is later.

Knowledge of a violation or potential violation of this policy must be reported directly to

Texas Tech University Health Sciences Center HIPAA Privacy Policies

a Regional Privacy Officer, the Institutional Privacy Officer or to the employee Compliance Hotline at (866) 294-9352 or [Ethics Point - Texas Tech University](#) under HSC.

Approval Authority

The TTUHSC Privacy and Security Committee has authority for HIPAA policy approval.

Responsibility and Revisions

Questions regarding this policy may be addressed to the Regional Privacy Officer ([Amarillo](#), [Permian Basin](#) [Lubbock](#)), the [Institutional Privacy Officer](#), or the [Institutional Compliance Officer](#).

This policy may be amended or terminated at any time.