## Policy Statement:

Renown Health may disclose protected health information to a business associate and may allow a business associate to create, receive, maintain, or transmit protected health information on its behalf, if Renown obtains satisfactory assurance that the business associate will appropriately safeguard the information. Renown is not required to obtain such satisfactory assurances from a business associate that is a subcontractor.

A business associate may disclose protected health information to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit protected health information on its behalf, if the business associate obtains satisfactory assurances, in accordance with §164.504(e)(1)(i), that the subcontractor will appropriately safeguard the information.

All Business Associates must sign Renown’s Business Associate Agreement or an acceptable business associate agreement to which Renown agrees, to document the assurance that all PHI to which they are given access will be safeguarded.

## Definition of Terms:

1. **Business Associate** – Means a party who:
   a. Performs or assists in the performance of a function or activity for an Renown-affiliated facility involving the use/disclosure of PHI including, but not limited to:
      i. claims processing or administration;
      ii. data analysis, processing or administration;
iii. utilization review; 
iv. quality assurance;  
v. billing; 
vi. benefit management; 
vi. practice management; or  
vi. re-pricing 

b. Has access to PHI and provides any one of the following services to an Renown-affiliated facility:  
i. legal;  
ii. actuarial;  
iii. accounting;  
iv. consulting;  
v. data aggregation;  
vi. management;  
vii. administration;  
viii. accreditation (The Joint Commission and other accrediting bodies should be considered business associates until the Department of Health and Human Services and/or its Office of Civil Rights provide(s) further guidance);  
ix. financial services.

c. Examples of parties who are Renown’s Business Associates  
i. CPA firm whose accounting services to Renown involve access to PHI;  
ii. attorney whose legal services to an Renown-affiliated facility involve access to PHI;  
iii. consultant that performs utilization reviews for Renown;  
iv. health care clearinghouse that translates a claim from a non-standard format into a standard processed transaction to a payer; or  
v. independent medical transcriptionist that provides transcription services to Renown.

d. Examples of parties who are NOT Renown’s Business Associates  
i. members of Renown’s workforce;  
ii. if the medical staff member performs an activity or function for a Renown- affiliated facility under an arrangement, a business associate analysis should be conducted using the Business Associate Analysis Flow Chart;  
iii. third party payers, to which Renown submits PHI for purposes of reimbursement;  
iv. federal or state oversight agencies (e.g., CMS);  
v. outside reference laboratory used by Renown and receiving PHI for treatment purposes;  
vi. persons or organizations whose functions or services do not involve the use or disclosure of PHI and where any access to PHI by such persons would be incidental, if at all (e.g., janitorial service or electrician);  
vii. conduits of PHI (e.g., postal couriers, private couriers and their electronic equivalents, Internet Service Providers);
viii. researchers, either with patient authorization pursuant to a waiver under 45 CFR § 164.5112(i), or as a limited data set pursuant to 45 CFR § 164.514(e).

ix. financial institutions processing consumer-conducted financial transactions by debit, credit, or other payment card, clearing checks, initiating or processing electronic funds transfers, or conducting any other activity that directly facilitates or effects the transfer of funds for payment for health care or health plan premiums (e.g., patient paying for deductible using a credit card).

2. Protected Health Information (PHI) – For the purpose of this policy, is defined as any individually identifiable health information collected or stored by a facility. Individually identifiable health information includes demographic information and any information that relates to past, present or future physical or mental condition of an individual and billing records. PHI does not include education records covered by the Family Educational Rights and Privacy Act (FERPA); Employment records by a Covered Entity in its role as an employer; and regarding a person who has been deceased more than 50 years.

3. Workforce Member – Employees, volunteers, trainees, medical staff, residents and other persons whose conduct or work for Renown, is under the direct control of Renown, whether or not they are paid by Renown.

Procedure:

1. When a non-Renown party requires access to PHI to perform its functions for a Renown-affiliated facility, a determination should be made as to whether the non-Renown party is a Business Associate; the determination should be based upon the definitions in this policy and the Business Associate Flow Chart (see Attachment A). If a determination can’t be made, contact the Renown Compliance and Privacy Officer for guidance.

2. If the non-Renown party is determined to be a Business Associate, one of the standard Renown Business Associate Agreements shall be executed. For an electronic copy of these agreements or for clarification as to which standard agreement to use, contact the Renown Compliance and Privacy Officer. The Compliance and Privacy Officer will consult with General Counsel as indicated.

If an outside party requests that Renown sign an alternative business associate agreement, request that the standard Renown Business Associate Agreement be used instead. Do not sign the alternative business associate agreement without prior consultation with, and review by, the Renown Compliance and Privacy Officer. The Compliance and Privacy Officer will consult with General Counsel as indicated.

3. Renown’s Purchasing Department shall collect and maintain information concerning Business Associates. Such information shall be maintained in the form of the Business Associate Inventory. For an electronic copy of this inventory form, contact the Renown Privacy Officer.
4. The Business Associate should have access to only the minimum amount of information necessary to accomplish the intended purpose of the use, disclosure or request.

5. If a Business Associate materially breaches the standard Renown Business Associate Agreement (or any other business associate agreement in effect), the responsible Renown affiliated facility shall follow one of the following remedies provided in the Renown Business Associate Agreement:
   a. Provide an opportunity for Business Associate to cure the breach within a specific timeframe or end the violation.
   b. Terminate the Renown Business Associate Agreement (or other business associate agreement, as the case may be) and the underlying agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Renown-affiliated facility; or
   c. Report the violation to the Secretary of the Department of Health and Human Services Secretary if required. The Renown Compliance and Privacy Officer should be contacted if reporting to the Secretary is necessary.

6. Each workforce member with treatment, payment or health care related responsibilities is responsible for compliance with these policies and principles.

7. The Chief Compliance and Privacy Officer has the responsibility of facilitating compliance with these procedures.

8. Enforcement will be consistent with Renown Health’s Code of Conduct and Renown Health Human Resource Progressive Discipline Policy RENOWN.HRM.810.

References/Regulations:
45 CFR §164.502(e)(1)
RENOWN.HRM.810 Coaching and Corrective Action

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