

POLICY INFORMATION

Policy Title: HIPAA Business Associate Agreement Policy and Procedure

Departmental Owner: Chief Compliance, Audit, and Privacy Officer

Version Effective Date: 2/28/24

Last Reviewed: 2/28/24

SCOPE

This policy applies to the following individuals and/or groups:

- All of the below categories
 All Employees CT Employees NY Employees Remote Employees Contractors Volunteers Students/Interns Vendors

This policy applies to all above listed Nuvance Health workforce members including but not limited to the following locations:

- All of the below entities
- | | | |
|---|---|---|
| <input type="checkbox"/> Nuvance Health Systems | <input checked="" type="checkbox"/> Health Quest Systems, Inc. "(HQSI)" | <input type="checkbox"/> Western Connecticut Home Care, Inc ("WCHN") |
| <input type="checkbox"/> Danbury Hospital (including New Milford Hospital Campus) | <input checked="" type="checkbox"/> Health Quest Home Care, Inc | <input type="checkbox"/> Western Connecticut Health Network Physician Hospital Organization ACO, Inc. |
| <input checked="" type="checkbox"/> Northern Dutchess Hospital | <input checked="" type="checkbox"/> Hudson Valley Cardiovascular Practice, P.C. (aka The Heart Center) ("HVCP") | <input type="checkbox"/> Western Connecticut Home Care, Inc |
| <input type="checkbox"/> Norwalk Hospital | <input checked="" type="checkbox"/> Other HQSI-affiliated Entities Not Listed | <input type="checkbox"/> Other WCHN-affiliated Entities Not Listed |
| <input checked="" type="checkbox"/> Putnam Hospital | | <input checked="" type="checkbox"/> Nuvance Health Medical Practices (NHMP PC, NHMP CT, ENYMS & HVCP) |
| <input checked="" type="checkbox"/> Sharon Hospital | | |
| <input checked="" type="checkbox"/> Vassar Brothers Medical Center | | |

POLICY STATEMENT/PURPOSE

To establish guidelines for Nuvance Health and its affiliates ("Nuvance") to identify those vendor/business relationships that meet the definition of a "business associate" or "subcontractor" (as defined in the Nuvance "HIPAA Glossary") and provide direction in establishing formalized Business Associate Agreements.

DEFINITIONS

See HIPAA Glossary

POLICY

Nuvance will obtain Business Associate Agreements ("BAA") as required by HIPAA.

PROCEDURE

Nuvance will obtain Business Associate Agreements as required by HIPAA.

A. DETERMINING NEED FOR A BAA

During the contracting process, Nuvance will assess prospective vendor/business relationships to determine if a Business Associate ("BA") relationship exists utilizing the following criteria:

1. The vendor's staff members are not members of Nuvance's Workforce; and
2. The vendor is performing a function or activity for or on behalf of Nuvance; and
3. That function or activity involves the creation, receipt, maintenance, transmission, access, storage, use, or disclosure of Protected Health Information ("PHI").

When the determination is made that a BA relationship exists, the contract owner will supply the Nuvance BAA to the BA for signature. Requested modifications to the Nuvance BAA or BAAs supplied by the vendor will be referred to Nuvance Legal Services Department to determine whether the terms are reasonable and meet all legal requirements before signing.

B. DOCUMENT RETENTION

Executed BAAs shall be retained in the appropriate contract management software in accordance with the Nuvance Document Retention and Destruction Policy.

C. MONITORING

With each vendor/business relationship, Nuvance considers to what extent it should to review and monitor the activities of its BA to ensure compliance with the terms of the BAA and the HIPAA Privacy Rule, including adequate safeguarding of PHI/ePHI.

D. TERMINATION

The BAA shall be effective for the length of the relationship between the BA and Nuvance, unless otherwise terminated under the provisions outlined in the BAA. Upon termination of the BA relationship, the responsible contract owner, in conjunction with the Privacy Officer shall confirm that return/destruction requirements are completed by the BA as outlined in the BAA.

ENFORCEMENT

All individuals whose responsibilities are affected by this process are expected to be familiar with the basic procedures and responsibilities created by this process. Failure to comply with this process will be subject to appropriate remedial and/or disciplinary action, up to and including termination of any employment or other relationship, in accordance with this process.

REFERENCES

45 CFR § 164.308(b)(1) –Security Rule Administrative Safeguards: Business Associate Contracts and Other Arrangements

45 CFR § 164.314 –Security Rule: Organizational Requirements Business Associate Contracts or Other Arrangements

45 CFR § 164.316 – Security Rule: Policies and Procedures and Documentation Requirements

45 CFR § 164.410 – Breach Notification: Rule Notification by Business Associates

45 CFR §§ 164.502(a)(3)-(5) and (e)(1) –Privacy Rule Uses and Disclosures of Protected Health Information: General Rules and Disclosures to Business Associates



45 CFR §§ 164.504(e)(1)-(5) –Privacy Rule Uses and Disclosures Organizational Requirements: Business Associate Agreements and Business Associate Agreements with Subcontractors

45 CFR §§ 164.532(d)-(e) – Privacy Rule: Business Associate Agreement Transition Provisions

Document Retention and Destruction Policy

APPROVAL

DocuSigned by:

Jared B Gaynor

6D04982F5DB24D1...

2/28/2024

Signature

Date