

**UNIVERSITY OF MAINE SYSTEM
HIPAA POLICY #4
BUSINESS ASSOCIATE AGREEMENTS**

I. In General

From time to time, a University of Maine System (“UMS”) Health Care Component, may need to share PHI with external parties acting as Business Associates, who are specifically contracted to provide the UMS with services utilizing that health information. As required by HIPAA, PHI may only be shared with a Business Associate pursuant to a written business associate agreement which includes specific assurances.

In addition, from time to time, a department, school, office or other unit within the UMS, may provide services to an external HIPAA Covered Entity which services may cause the department, school, office or other unit to meet the definition of a Business Associate with respect to that external Covered Entity. As required by HIPAA, the UMS may only provide such business associate services to an external Covered Entity pursuant to an written business associate agreement which includes specific assurances.

II. Health Care Components

A UMS Health Care Component shall not disclose any PHI to a Business Associate, and may not allow a Business Associate to receive, obtain, use or disclose PHI on its behalf, unless and until a written business associate agreement has been approved by UMS University Counsel and has been signed by both parties. The UMS Health Care Component shall comply with all of the terms and conditions of the business associate agreements into which it enters. The UMS Health Care Component shall take all reasonable measures to ensure compliance with the terms and conditions of the business associate agreement by the Business Associate and shall take prompt and appropriate action in the event of any breach of the agreement by the Business Associate.

III. Business Associate Components

A UMS Business Associate Component shall not receive, obtain, use or disclose any PHI from or on behalf of an external Covered Entity unless and until a written business associate agreement has been approved by UMS University Counsel and has been signed by both parties. The UMS Business Associate Component shall comply with all of the terms and conditions of the business associate agreements into which it enters. The UMS Business Associate Component shall take all reasonable measures to ensure compliance with the terms and conditions of the business associate agreement by the external Covered Entity and shall take prompt and appropriate action in the event of any breach of the agreement by the external Covered Entity.

A UMS Business Associate Component shall not disclose any PHI to a business associate that is a subcontractor, or permit a business associate that is a subcontractor to create, receive, maintain, or transmit PHI on its behalf, unless the UMS Business Associate Component obtains satisfactory written assurances in the form of a business associate contract that the subcontractor will appropriately safeguard the information.

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