

	<b>Ethics &amp; Compliance Department</b>	
	<b>Policy No.: 23</b>	<b>Created:</b> 01/2018
		<b>Reviewed:</b> 09/2024
	<b>Revised:</b>	

## **HIPAA: BUSINESS ASSOCIATES**

### **SCOPE:**

All Envision Healthcare teammates. For purposes of this policy, all references to “teammate” or “teammates” include temporary, part-time and full-time employees, independent contractors, clinicians, officers and directors.

### **PURPOSE:**

Envision Healthcare Operating, Inc. and its subsidiaries and affiliates (“Envision” or “the Company”) has adopted this Business Associates policy to define the Company as a multi-entity organization and describe how its privacy policies will be applied.

### **POLICY:**

#### **Requirements of Disclosure**

- A) In dealing with business associates, the Company will allow a business associate to create or receive protected health information (“PHI”) on its behalf. However, the Company will obtain satisfactory assurance from the business associate that it will appropriately safeguard the information. (Please ensure a business associate agreement has been executed and is stored in the Onit Legal Contract Management System).
- B) It is not necessary to establish a business associate agreement for disclosures made by the Company to another health care provider concerning the treatment of the individual.
- C) The Company will document the satisfactory assurances through a written contract or other written agreement with the business associate.
- D) If the Company is aware of a pattern of activity or practice that violates the satisfactory assurances the business associate has provided to the Company, the business associate will be in noncompliance with the agreement, and the Company will make reasonable efforts to cure or end the violation. If steps to end the violation are unsuccessful, the Company will consider the feasibility of terminating the business associate agreement. If termination is not feasible, the Company may report the violation to the Secretary of U.S. Department of Health and Human Services.

#### **Business Associate Agreement**

- A) The agreement must establish the permitted and required uses and disclosures of such information by the business associate. The agreement may not authorize the business

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associate to use or further disclose the information in a manner that would violate the Company's Privacy and Security Policies.

B) The agreement may permit the business associate to use and disclose PHI for the proper management and administration of the business associate and to carry out its legal responsibilities. The agreement may also permit the business associate to provide data aggregation services relating to the health care operations of the Company.

C) The agreement must provide that the business associate will:

- (1) Not use or further disclose the information other than as permitted or required by the agreement or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its agreement;
- (3) Report to the Company any use or disclosure of the information not provided for by its agreement of which it becomes aware;
- (4) Ensure that any agents, including a subcontractor, to whom it provides PHI received from, or created or received by the business associate on behalf of the Company, agrees in writing to the same restrictions and conditions that apply to the business associate with respect to such information;
- (5) Make available PHI to the patient in accordance with the Company's policies;
- (6) Make available PHI for amendment by the patient, and incorporate any amendments to PHI in accordance with the Company's policies;
- (7) Make available the information required to provide an accounting of disclosures in accordance with the Company's policies;
- (8) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the business associate on behalf of the Company available to the Secretary for purposes of determining the Company's compliance with HIPAA;
- (9) Implement protections required under the Security Rule; and
- (10) Notify the Company if there has been a breach of unsecured PHI.

D) The agreement must allow for termination of the agreement if the business associate is known to be in violation of the agreement. Upon termination, if feasible, the business

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associate must return or destroy all PHI received from or created or received by the business associate on behalf of the Company that the business associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, extend the protections of the agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**POLICY REVIEW**

The Ethics & Compliance Department will review and update this Policy, when necessary, in the normal course of its review of the Company’s Ethics & Compliance Program.