

---

**University of Wisconsin-Madison  
Policy and Procedure**

Policy Number: 6.2  
Policy Title: Managing Business Associate Arrangements When the University of Wisconsin-Madison is the Business Associate  
Effective Date: March 12, 2003  
Last Revision Date: July 20, 2014  
Page 1 of 6

---

**I. Policy**

The HIPAA Privacy Rule and HITECH regulations permits a covered entity to disclose protected health information to a business associate, and may allow the business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurance in the form of a business associate agreement that the business associate will appropriately safeguard the information. UW-Madison follows the HIPAA Privacy Rule when, in the role of a business associate, it receives protected health information from external parties that qualify as a covered entity. This document prescribes procedures for handling such arrangements with external parties when UW-Madison functions in the role of a business associates.

**II. Definitions**

- A. **Business Associate:** A department, unit, or employee of UW-Madison that performs or assists in performing, for or on behalf of an external party that is covered by the Privacy Rule, business support functions/services that involve the use of Protected Health Information.

NOTE: A health care provider that assists in providing treatment to patients is not considered to be a Business Associate.

- B. **Business Associate Agreement:** A contract entered into between UW-Madison and an external party that contains specific terms and conditions, as required by the HIPAA Privacy Rule, governing the use and disclosure of protected health information by business associates. For purposes of this policy, a Business Associate Agreement refers to both a stand-alone contract with the required HIPAA language or a broader contract that incorporates the required HIPAA language with other provisions.
- C. **HITECH:** The Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, to promote the adoption and meaningful use of health information technology.

---

**University of Wisconsin-Madison  
Policy and Procedure**

Policy Number: 6.2  
Policy Title: Managing Business Associate Arrangements When the University of Wisconsin-Madison is the Business Associate  
Effective Date: May 12, 2003  
Last Revision Date: July 20, 2014  
Page 2 of 6

---

- D. UW-Madison Health Care Component (“UW HCC”): Those units of the UW-Madison that have been designated by the University as part of its health care component under HIPAA. For a complete list of the campus units that comprise the Health Care Component, refer to UW-Madison Privacy Policy # 1.1 “Designation of the UW-Madison Health Care Component”.
- E. Unit: A unit of the UW-Madison campus that has been designated as part of the UW-Madison Health Care Component.
- F. Protected Health Information (“PHI”): Health information or health care payment information, including demographic information, that identifies the individual or can be used to identify the individual. PHI does not include student records or employment records. PHI may take any form, including written, oral, and electronic form.
- G. UW-Madison Privacy Coordinator: Those individuals within each unit delegated to, in collaboration with the UW-Madison Privacy Officer, ensure their unit’s compliance with the HIPAA Privacy Rule regulations and UW-Madison’s policies implementing those regulations.
- H. UW-Madison Privacy Officer: The individual appointed by UW to be the Privacy Officer under 45 C.F.R. § 164.530(a)(1)(i) of the HIPAA Privacy Rule.

**III. Procedures**

- A. Any department, unit, or employee of UW-Madison (whether or not included within the UW-Madison Health Care Component) who receives a request from an external party to sign a Business Associate Agreement (either a stand-alone business associate contract or a broader contract incorporating business associate-type provisions) shall forward the Business Associate Agreement to the appropriate office for review, as follows.
  - 1. If the Agreement relates to an industry-sponsored extramural support agreement, it shall be forwarded to the Office of Industrial

---

**University of Wisconsin-Madison  
Policy and Procedure**

Policy Number: 6.2  
Policy Title: Managing Business Associate Arrangements When the University of Wisconsin-Madison is the Business Associate  
Effective Date: May 12, 2003  
Last Revision Date: July 20, 2014  
Page 3 of 6

---

Partnerships (OIP). If the Agreement relates to a federally-sponsored extramural support agreement, it shall be forwarded to Research and Sponsored Programs (RSP).

2. If the Agreement relates to an educational affiliation agreement, it shall be forwarded to the Office of Legal Affairs.
  3. If the Agreement relates to any other type of arrangement, it shall be forwarded to the Director of Purchasing Services.
- B. The Agreement should be forwarded along with any supporting documentation, including the Checklist for UW-Madison Business Associates described in III. C. below, regarding the department, unit, or employee's arrangement with the external party. Agreements forwarded to Purchasing Services should also attach a completed Contract Approval Cover Sheet (form available through Purchasing Services).
- C. No Agreement shall be forwarded for signature until the Checklist for UW-Madison Business Associates has been completed by the proposed business associate within the department or unit that received the agreement. The Checklist includes:
1. Certification by the business associate that s/he has reviewed the Business Associate Agreement and understands his/her responsibilities under the Agreement;
  2. Certification by the business associate that s/he has completed the Business Associate Training module (must be completed at least once per calendar year);
  3. Certification by the Office of Campus Information Security that the business associate has received instruction on how to securely maintain the PHI.
- D. Upon receipt of the Agreement and supporting documentation, the responsible office shall investigate and analyze the arrangement and determine whether the Agreement should be signed, amended, or rejected.

---

**University of Wisconsin-Madison  
Policy and Procedure**

Policy Number: 6.2  
Policy Title: Managing Business Associate Arrangements When the University of Wisconsin-Madison is the Business Associate  
Effective Date: May 12, 2003  
Last Revision Date: July 20, 2014  
Page 4 of 6

---

1. If the Agreement is to be amended or rejected, the responsible office shall work with appropriate personnel in the department or unit that received the Agreement to negotiate with the external party regarding the terms and/or necessity of the Agreement.
  2. Signatory authority for Business Associate Agreements is as follows:
    - a. OIP and RSP Agreements should be signed by appropriate personnel within OIP and RSP respectively.
    - b. All other Agreements should be signed by the Director of Purchasing Services.
    - c. Any other UW-Madison official with Board of Regents signatory authority may sign a Business Associate Agreement if the Agreement has been approved by the responsible office.
  3. The responsible offices shall consult as necessary with the UW-Madison Privacy Officer and/or UW-Madison Office of Legal Affairs regarding these Agreements.
- E. Once executed, a copy of each Business Associate Agreement and Checklist for UW-Madison Business Associates shall be forwarded to the UW-Madison Privacy Officer.
- F. Departments, units, and employees who are parties to a Business Associate Agreement shall comply with the terms of the Business Associate Agreement. Failure to do so may result in discipline, up to and including termination.

**IV. Documentation Requirements**

---

**University of Wisconsin-Madison  
Policy and Procedure**

Policy Number: 6.2  
Policy Title: Managing Business Associate Arrangements When the University of Wisconsin-Madison is the Business Associate  
Effective Date: May 12, 2003  
Last Revision Date: July 20, 2014  
Page 5 of 6

---

The department, unit, or employee who is party to a Business Associate Agreement shall keep a copy of the Agreement and the Checklist for UW-Madison Business Associates until the Agreement expires or is terminated. The Privacy Officer shall keep a copy of each Business Associate Agreement and Checklist for UW-Madison Business Associates until 6 years after the Agreement expires or is terminated.

**V. Forms**

Business Associate Agreement  
Checklist for UW-Madison Business Associates

**VI. References**

- 45 C.F.R. § 160.103 (HIPAA Privacy Rule)
- 45 C.F.R. § 164.501 (HIPAA Privacy Rule)
- 45 C.F.R. § 164.502(e)(1)(iii) (HIPAA Privacy Rule)
- 45 C.F.R. § 164.504(e) (HIPAA Privacy Rule)

**VII. Related Policies**

Policy Number 6.1 “Managing Arrangements with Business Associates of UW-Madison”.

**VIII. For Further Information**

For further information concerning this policy, please contact the UW-Madison HIPAA Privacy Officer or the appropriate unit HIPAA Privacy Coordinator or sub-Coordinator. Contact information is available within the “Contact Us” tab at [hipaa.wisc.edu](http://hipaa.wisc.edu).

**Reviewed By**

Chancellor  
Chancellor’s Task Force on HIPAA Privacy  
UW-Madison HIPAA Privacy Officer

---

**University of Wisconsin-Madison  
Policy and Procedure**

Policy Number: 6.2  
Policy Title: Managing Business Associate Arrangements When the University  
of Wisconsin-Madison is the Business Associate  
Effective Date: May 12, 2003  
Last Revision Date: July 20, 2014  
Page 6 of 6

---

UW-Madison Office of Legal Affairs

**Approved By**  
Interim HIPAA Privacy and Security Operations Committee