



**Radiation Oncology Accreditation Program  
1891 Preston White Drive  
Reston, VA 20191**

**HIPAA  
BUSINESS ASSOCIATE AGREEMENT**

THIS ADDENDUM supplements and is made a part of the American College of Radiology's (ACR) Accreditation Survey Agreement (Underlying Agreement) submitted by \_\_\_\_\_ (Surveyed Organization). The Underlying Agreement, when accepted by ACR, establishes the terms of the relationship between ACR and the Surveyed Organization.

Whereas, ACR and the Surveyed Organization are parties to the Underlying Agreement pursuant to which ACR provides certain accreditation survey and related services to the Surveyed Organization, and in connection with the provision of those services, the Surveyed Organization discloses to ACR certain Protected Health Information (PHI), as defined in 45 C.F.R. Section 164.501, that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

Whereas, the Surveyed Organization is a Covered Entity as that term is defined in the HIPAA regulations, 45 C.F.R. Parts 160, 162 and 164, Subparts A and E, known collectively as the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and The Security Standards, Final Rule ("Security Rule").

Whereas, ACR as a recipient of PHI from the Surveyed Organization is a Business Associate as that term is defined in the HIPAA Regulations, and;

Whereas, the purpose of this Addendum is to comply with the requirements of the Privacy and Security Rules, including the Business Associate contract requirements at 45 C.F.R. Section 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Unless otherwise provided in the Addendum, capitalized terms have the same meanings as set forth in the 45 C.F.R. Parts 160, 162 and 164.
2. **Scope of Use and Disclosure by ACR of PHI.**
  - A. ACR shall be permitted to use and disclose PHI that is disclosed to it by the Surveyed Organization as necessary to perform its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, ACR may:

- (a) Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of ACR under the Accreditation Survey Agreement and this Agreement;
- (b) Disclose the PHI in its possession to a third party for the purpose of ACR's proper management and administration or to fulfill any legal responsibilities of ACR, provided, however, that the disclosures are required by law or ACR has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, and (ii) the third party will notify ACR of any instances of which it becomes aware in which the confidentiality of the information has been breached;
- (c) Aggregate the PHI with that of other Surveyed Organizations for the purpose of providing the Surveyed Organization with data analyses relating to the Health Care Operation of the Surveyed Organization, but only to the extent that such aggregated PHI has been properly de-identified for this purpose in accordance with the Privacy Rule. ACR may not disclose the PHI of one Surveyed Organization to another Surveyed Organization without the written authorization of the Surveyed Organizations involved.

3. **Obligations of ACR.** In connection with its use and disclosure of PHI, ACR agrees that it will:

- A. Use or further disclose PHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards, including administrative, physical and technical, to prevent the improper transmission, use, disclosure, alteration, destruction or a security violation of PHI other than as provided by this Addendum and to report to the Surveyed Organization any such transmission, use, disclosure, alteration, destruction or a security violation of PHI that is not permitted by this Addendum or by law within 15 days of the discovery by ACR of the unauthorized transmission, use, disclosure, alteration, destruction or a security violation.
- C. To the extent practicable, mitigate any harmful effect from any improper transmission, use, disclosure, alteration, destruction or security violation of PHI discovered by ACR.
- D. Require subcontractors and agents to whom ACR provides PHI to agree to the same restrictions and conditions that apply to ACR pursuant to this Addendum.
- E. Make available to the Secretary of Health and Human Services (HHS) ACR's internal practices, policies, procedures, books and records relating to the use and disclosure of PHI for purposes of determining the Surveyed Organization's compliance with the HIPAA Regulations, subject to any applicable legal privileges.
- F. Within 15 days of receiving a written request from the Surveyed Organization, make available the information necessary for the Surveyed Organization to make an accounting of disclosures of PHI about an individual.
- G. Within 15 days of receiving a written request from the Surveyed Organization, make available PHI necessary for the Surveyed Organization to respond to individuals' requests for access to PHI about them that is not in the possession of the Surveyed

Organization in the event that the PHI in ACR's possession constitutes a Designated Record Set, as that term is defined in the Privacy Rule.

- H. Within 15 days of receiving a written request from the Surveyed Organization incorporate any amendments or corrections to the PHI in ACR's control in accordance with the Privacy Rule in the event that the PHI in ACR's possession constitutes a Designated Record Set.
  - I. ACR will not make any disclosure of PHI that the Surveyed Organization would be prohibited from making.
  - J. ACR will provide appropriate training for its workforce on the requirements of the HIPAA Regulations as those regulations affect the proper handling, use, confidentiality and disclosure of the Surveyed Organization's PHI. Such training will include specific guidance relating to sanctions against workforce members who fail to comply with security policies and procedures and the obligations of ACR under this Agreement.
4. **Obligations of the Surveyed Organization.** The Surveyed Organization agrees that it:
- A. Will and/or has obtained from individuals consents, authorizations and other permissions, and taken such other necessary steps as required by law for ACR and the Surveyed Organization to fulfill their obligations under this Addendum and the Underlying Agreement.
  - B. Will promptly notify ACR in writing of any restrictions on the use or disclosure of PHI about Individuals that the Surveyed Organization has agreed to that may affect ACR's ability to perform its obligations under this Addendum or the Underlying Agreement.

5. **Termination.**

- A. Termination for Breach. The Surveyed Organization may terminate this Addendum if the Surveyed Organization determines that ACR has breached a material term of this Addendum. Alternatively, the Surveyed Organization may choose to (i) provide ACR with 30 days written notice of the existence of an alleged material breach, and (ii) afford ACR an opportunity to cure the alleged material breach upon mutually agreeable terms. In the event ACR fails to cure the breach to the satisfaction of the Surveyed Organization, the Surveyed Organization may immediately terminate this Addendum.
- B. Automatic Termination. This Addendum will automatically terminate upon the termination or expiration of the Underlying Agreement or when all of the PHI provided by the Surveyed Organization to ACR or created or received by ACR on behalf of the Surveyed Organization is destroyed or returned to the Surveyed Organization.
- C. Effect of Termination.
  - (a) Upon termination of this Addendum or the Underlying Agreement, ACR will return or destroy all PHI received from the Surveyed Organization, if it is feasible to do so. ACR will also recover any PHI in the possession of its subcontractors or agents and return or destroy such PHI, if feasible to do so. If such return or destruction is not feasible, ACR will notify the Surveyed Organization in writing and specifically note the reasons for such determination. ACR will extend the protections of this Addendum and the Privacy Rule to the

PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- 6. **Amendments.** The parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of the Privacy Rule and the Security Standards, Final Rule.
- 7. **Survival.** The obligations of ACR under Section 5 C (a) of this Addendum shall survive any termination of this Addendum.
- 8. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 9. **Notices.** All notices pursuant to this Addendum must be in writing and shall be effective when received if hand-delivered or upon dispatch if sent by reputable overnight delivery service or U.S. Mail, or via facsimile.

**To ACR:**

Department of Quality and Safety – Accreditation  
American College of Radiology  
1891 Preston White Drive  
Reston, VA 20191-4397

**To Surveyed Organization:**



Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

- 10. **Alterations.** Any alteration of this Addendum and the entire Addendum is null and void unless such alteration is approved by ACR as evidenced by specific notation from an appropriate ACR official.

**SURVEYED ORGANIZATION**

**ACR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: Pamela A. Wilcox

Name: Pamela A. Wilcox

Title: Assistant Executive Director

Date: September 13, 2005

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