NOPR HIPAA Business Associate Agreement: Summary of Changes (September 2014)

Summary of Changes

1. Formatting updated for readability.

2. Whenever possible, required wording has been standardized across the document.

3. **Cover Page:**

   - “Academy of Molecular Imaging” has been changed to “World Molecular Imaging Society (WMIS), formerly the Academy of Molecular Imaging” to reflect the new name.

   - Added the following language: The Health Insurance Portability and Accountability Act of 2006 (HIPAA) required federally mandated compliance levels for the protection of confidential patient information (PHI). In response to such federal requirements, the American College of Radiology executed a Business Associate Agreement (BAA) with your PET facility that complied with the HIPAA requirements in relation to your facility’s participation in the National Oncologic PET Registry (NOPR).

   - Added the following language: On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 (ARRA). Contained in Subtitle D of ARRA are provisions called the Health Information Technology for Economic and Clinical Health Act (HITECH). These provisions extend the original requirements related to administrative, physical and technical safeguards that applied to covered entities under HIPAA to the business associates of those covered entities. As noted below, the U.S. Department of Health and Human Services issued on January 25, 2013, a regulation (“Final Rule”) that incorporated HITECH’s amendments to the HIPAA Privacy and Security Rules (“HIPAA Rules”).

   - Added the following language: The attached amendment is being provided to your PET facility, as the covered entity, with an amendment to our current BAA that extends to us, as your business associate, and to any subcontractors that receive, use or access PHI, the above-referenced HIPAA requirements that previously only applied to you. We believe this “HITECH” amendment fully complies with the new requirements under the law, and by signing this amendment, we acknowledge our new responsibilities.

   - Added language to show due date and return by e-mail or fax.
4. HIPAA Business Associate Agreement:

- “Academy of Molecular Imaging” has been changed to “World Molecular Imaging Society (WMIS), formerly the Academy of Molecular Imaging”
- Paragraph 4 has been revised to reflect the Final Rule and now reads “Whereas, the parties agree that the HIPAA regulations, 45 C.F.R. Parts 160 and 164 (“HIPAA Rules”) as most recently amended by the Final Rule of January 25, 2013, govern the activities of the parties related to this project, and;”
- Paragraph 5 has been revised and now reads “Whereas, the purpose of this Agreement is to comply with the requirements of the HIPAA Rules, including the Business Associate Agreement provisions of the HITECH provisions of the 2009 American Recovery and Reinvestment Act and its implementing regulations.”

5. Definitions: Revised wording to read, “The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Final Rule, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.”

6. The following was inserted: “Regulatory Reference. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.”

7. The following was inserted: Interpretation. Any ambiguity in this agreement shall be interpreted to permit compliance with the HIPAA Rules.”

8. Scope of Use and Disclosure by ACR of PHI: The following bullets were added:

(a) Make uses and disclosures and requests for protected health information consistent with Covered Entity’s minimum necessary policies and procedures.

(b) Not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth in paragraphs B(a),(b), and (c).

9. Obligations of ACR: Bullet “B” revised to include the following: “Further, ACR agrees to comply with Subpart C of 45 CFR Part 164 regarding electronic protected health information.”
Also added: bullet “K” All references to the Covered Entity’s compliance in this Agreement shall include ACR and any of ACR’s agents or subcontractors as required under the Final Rule.

9. **Termination:** Added the following: “The Term of this Agreement shall be effective as of the date of signature below and shall terminate on the date Covered Entity terminates for cause as authorized in part B of this section, whichever is sooner.”