

**ADDENDUM TO AGREEMENT FOR JOINT COMMISSION
RESOURCES, INC. TECHNICAL CONSULTATION
ASSISTANCE/CSR PROGRAM PARTICIPATION
(Business Associate Agreement)**

THIS ADDENDUM supplements and is made a part of the agreement (the “Underlying Agreement”) for Technical Consultation Assistance and/or for participation in the Continuous Service Readiness program between _____ (“Covered Entity”) and Joint Commission Resources, Inc. (“JCR”).

WHEREAS, JCR and the Covered Entity are parties to the Underlying Agreement pursuant to which JCR provides certain technical assistance services to the Covered Entity and, in connection with the provision of those services, the Covered Entity may disclose to JCR certain Protected Health Information (“PHI,” as defined in 45 C.F. R. §164.501) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

WHEREAS, the Covered Entity is a “Covered Entity” as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) and 45 C.F.R. Part 164 , Subpart C, the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”);

WHEREAS, JCR, as a recipient of PHI from the Covered Entity, is a “Business Associate” as that term is defined in the Privacy Rule;

WHEREAS, pursuant to the Privacy Rule and the Security Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the Privacy Rule, and the Security Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§ 164/314(a), 164.502(e), §164.504(e), and as may be amended.

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

1. **Definitions**. Unless otherwise provided in this Addendum, capitalized terms have the same meanings as set forth in the Privacy Rule or the Security Rule.

2. **Scope of Use and Disclosure by JCR of Protected Health Information.**
 - A. JCR shall be permitted to Use and Disclose PHI that is disclosed to it by the Covered Entity 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, JCR may:
 - (a) Make Use of the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of JCR;
 - (b) Disclose the PHI in its possession to a third party for the purpose of JCR's proper management and administration or to fulfill any legal responsibilities of JCR; provided, however, that the Disclosures are Required by Law or JCR 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 the JCR of any instances of which it becomes aware in which the confidentiality of the information has been breached;
 - (c) Aggregate the PHI in its possession with the PHI of other covered entities that JCR has in its possession through its capacity as a business associate to other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analysis relating to the Health Care Operations of the Covered Entity. Under no circumstances may JCR Disclose PHI of one Covered Entity to another covered entity absent the explicit authorization of the Covered Entity. Except as otherwise limited in this Agreement, JCR may use the PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - (d) De-identify any and all PHI created or received by JCR under this Addendum; provided, that the de-identification conforms to the requirements of the Privacy Rule.
3. **Obligations of JCR.** In connection with its Use and Disclosure of PHI, JCR 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 to prevent Use or Disclosure of PHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to JCR of a Use or Disclosure of PHI by JCR in violation of this Addendum.
- D. Report to the Covered Entity any Use or Disclosure of PHI not provided for by this Addendum of which JCR becomes aware.
- E. Require contractors or agents to whom JCR provides PHI to agree to the same restrictions and conditions that apply to JCR pursuant to this Addendum.
- F. Make available to the Secretary of HHS JCR's internal practices, books and records relating to the Use and Disclosure of PHI for purposes of determining the Covered Entity's compliance with the Privacy Rule, subject to any applicable legal privileges.
- G. Within fifteen (15) days of receiving a request from the Covered Entity, make available the information necessary for the Covered Entity to make an accounting of Disclosures of PHI about an Individual.
- H. Within ten (10) days of receiving a written request from the Covered Entity, make available PHI necessary for the Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI in JCR's possession constitutes a Designated Record Set.
- I. Within fifteen (15) days of receiving a written request from the Covered Entity incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in JCR's possession constitutes a Designated Record Set.
- J. Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, and make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Security Rule;
- K. Ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to

protect that Electronic PHI; and

- L. Promptly report to the Covered Entity any security incident with respect to Electronic PHI of which it becomes aware.

4. **Obligations of the Covered Entity.** The Covered Entity agrees that it:

- A. Has included, and will include, in the Covered Entity's Notice of Privacy Practices required by the Privacy Rule that the Covered Entity may disclose PHI for Health Care Operations purposes.
- B. Has obtained, and will obtain, from Individuals consents, authorizations and other permissions necessary or required by laws applicable to the Covered Entity for JCR and the Covered Entity to fulfill their obligations under the Underlying Agreement and this Addendum.
- C. Will promptly notify JCR in writing of any restrictions on the Use and Disclosure of PHI about Individuals that the Covered Entity has agreed to that may affect JCR's ability to perform its obligations under the Underlying Agreement or this Addendum.
- D. Will promptly notify JCR in writing of any change in, or revocation of, permission by an Individual to Use or Disclose PHI, if such change or revocation may affect JCR's ability to perform its obligations under the Underlying Agreement or this Addendum.

5. **Termination.**

- A. Termination for Breach. The Covered Entity may terminate this Addendum if the Covered Entity determines that JCR has breached a material term of this Addendum. Alternatively, the Covered Entity may choose to provide JCR with notice of the existence of an alleged material breach and afford JCR an opportunity to cure the alleged material breach. In the event JCR fails to cure the breach to the satisfaction of the Covered Entity, the Covered Entity may immediately thereafter terminate this Addendum.
- B. Automatic Termination. This Addendum will automatically terminate upon the termination or expiration of the Underlying Agreement.
- C. Effect of Termination.
 - (a) Termination of this Addendum will result in termination of the Underlying Agreement.

- (b) Upon termination of this Addendum or the Underlying Agreement, JCR will return or destroy all PHI received from the Covered Entity or created or received by JCR on behalf of the Covered Entity that JCR still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, JCR will extend the protections of this Addendum to the PHI and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.
6. **Amendment.** JCR and the Covered Entity agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule.
7. **Survival .** The obligations of JCR under section 5.C. (b) of this Addendum shall survive any termination of this Addendum.
8. **No Third Party Beneficiaries.** Nothing express 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. **Effective Date.** This Addendum shall be effective as of the earlier of April 21, 2005 or the effective date of the Covered Entity's Underlying Agreement with JCR.

Covered Entity:

Joint Commission Resources, Inc.

By: _____

By: _____

Name: _____

Name: Lucille Shuteris

Title: _____

Title: Executive Director, CSR

Hospital Name: _____

Date: _____

Hospital Address: _____

***PLEASE COMPLETE AND RETURN THIS BAA TO:**

Continuous Service Readiness (CSR)
 Joint Commission Resources, Inc.
 1515 West 22nd Street, Suite 1300 West
 Oak Brook, IL. 60523