



**STANDARDS FOR PRIVACY OF INDIVIDUALLY
IDENTIFIABLE HEALTH INFORMATION
45 CFR PART 160 AND PART 164, SUBPARTS A AND E
(THE "PRIVACY RULE")**



Definitions

Terms used, but not otherwise defined, in the Business Associate Agreement will have the same meaning as those terms in the Privacy Rule. Protected Health Information (PHI) will have the meaning ascribed to it in the Privacy Rule, but for the purposes of the Business Associate Agreement will refer solely to PHI received from, or created or received by the College, its agents or subcontractors, on behalf of the Hospital. The College is a Business Associate and the Hospital is a Covered Entity under the terms of the Privacy Rule.

General Obligations of the College

- (a) The College agrees not to use or disclose PHI other than as permitted or required by the Business Associate Agreement or as required by law.
- (b) The College agrees to use appropriate safeguards to prevent use or disclosure of PHI by the College or its agents, other than as provided for by this Agreement and will, at its own expense and at its own site, provide the equipment and software services necessary to reasonably protect and safeguard the PHI consistent with industry standards of similarly situated business associates.
- (c) The College agrees to report to the Hospital any use or disclosure of PHI not authorized by this Agreement of which it becomes aware.
- (d) The College agrees to ensure that any agent, including a subcontractor, to whom it provides PHI will agree to comply with the same restrictions and conditions that apply to the College through this Agreement.
- (e) The College agrees to make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the College on behalf of the Hospital, available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), during reasonable business hours, for purposes of the Secretary determining the Hospital's compliance with the Privacy Rule.
- (f) The College agrees to document and account for disclosures of PHI and information related to such disclosures as would be required by the Privacy Rule if the Hospital made the same or similar disclosures.
- (g) The College agrees to provide to the Hospital or an Individual, within thirty (30) days, information collected in accordance with subsection (f) of this section to permit the Hospital to respond to a request by an Individual for an accounting of disclosures of PHI.
- (h) The College agrees to mitigate, to the extent practicable, any harmful effect that is known to the College of use or disclosure of PHI by the College in violation of the requirements of the Business Associate Agreement.

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Uses and Disclosure Provisions for PHI

The College may use the PHI received for the following purposes:

- (a) To set standards for quality, multidisciplinary cancer care delivered in numerous hospital settings nationwide;
- (b) To survey hospitals to assess compliance with those standards;
- (c) To analyze, aggregate, produce and publish aggregated de-identified data on clinical patterns of diagnosis, treatment and outcomes of cancer patients;
- (d) To produce reports of aggregated, de-identified data that describe the diagnosis, treatment and outcomes of cancer patients;

Additional Uses and Disclosure Provisions

- (a) Except as otherwise limited in the Business Associate Agreement, the College may use PHI for the proper management and administration of the College or to carry out the legal responsibilities of the College.
- (b) Except as otherwise limited in the Business Associate Agreement, the College may disclose PHI for the proper management and administration of the College, provided that disclosures are required by law, or the College otherwise obtains reasonable assurances from the person to whom the information is disclosed that the person will (i) protect the confidentiality of the PHI, (ii) use or further disclose it only as required by law or for the purpose for which it was disclosed to the person, and (iii) notify the College of any instances of which the person is aware that the confidentiality of the information has been breached.
- (c) Nothing in the Business Associate Agreement will be interpreted to prevent the College from disclosing PHI in accordance with the Privacy Rule [45 CFR 164.502(j)(1)] concerning disclosures in the public interest, or other permissible uses or disclosures by a business associate as set forth in the Privacy Rule.