

American Institute of Ultrasound in Medicine

Ultrasound Practice Accreditation Agreement

Application No. _____

WHEREAS, _____ (“the Practice”),

Name of Practice

with its principal place of business at

Address

is a medical practice in good standing specializing in the provision of ultrasound services, and

WHEREAS, the American Institute of Ultrasound in Medicine (“AIUM”) Ultrasound Practice Accreditation Council (“Council”) provides accreditation to medical practices for the performance of ultrasound services in connection with the provision of medical services, and

WHEREAS, the Council has adopted standards, which may be modified from time to time, for the accreditation of medical practices for the performance of ultrasound services in connection with the provision of medical services of the type performed by the Practice, and

WHEREAS, the Practice by its undersigned representative and in accordance with the following covenants and understandings, requests accreditation by the Council for the performance of such ultrasound services,

NOW THEREFORE, the Practice requests that the Council accredit it and, as condition thereto, agrees and commits as follows:

Fee for Service

The Practice shall pay a nonrefundable fee in accordance with the attached schedule. The fee in the amount of \$ _____ will be paid to the Council in consideration for which the Council shall evaluate and assess the Practice to determine whether the Practice meets the Council’s most

recent standards of accreditation for the performance of ultrasound services, which may be revised from time to time.

Publication of Status

The Practice grants the Council the right to publish, and to otherwise inform others, that the Practice has received accreditation and the date of such accreditation.

On-site Visit

- A. If the Ultrasound Practice Accreditation Council, in its sole discretion, determines that an investigation is appropriate, the Practice shall allow the Council to make an on-site visit to the Practice and each of its facilities where ultrasound services are performed. The time and date of the inspection shall be mutually agreed upon by the Practice and the Council. Such an on-site inspection shall become a condition precedent of accreditation unless the Council, in its sole discretion, determines that such on-site inspection is no longer needed
- B. In the event the Council determines that an investigation is appropriate, the Practice shall pay a \$500 administrative fee. In the event the Council conducts an on-site inspection, the Practice shall reimburse all reasonable expenses incurred by the Council in conducting the on-site inspection, including, but not limited to transportation, lodging, and meals.
- C. The Practice may also be randomly selected for on-site inspection for quality assurance. The time and date of the inspection shall be mutually agreed upon by the Practice and the Council. In the event the Practice is randomly selected for inspection, the Practice will not be responsible for the Council's expenses and will not be charged an administrative fee.
- D. Protected health information that may be disclosed by the Practice to the Council during a site investigation include ultrasound examination images and reports, lists of patients who have undergone certain ultrasound-guided invasive procedures, pathology reports and other correlative data, and/or patient schedule logs.

Provision of Documents

- A. The Practice shall provide to the Council documentation to support the Practice's request for accreditation. Protected health information that may be disclosed in the requested documentation includes ultrasound examination images and reports, lists of patients who have undergone certain ultrasound-guided invasive procedures, pathology reports and other correlative data, and/or patient schedule logs.
- B. The Practice shall provide the Council any additional documentation requested by the Council, which may assist it in making the necessary determinations for accreditation.

- C. The Practice agrees that all information provided to the Council shall be accurate and understands that falsification (including deletion or fabrication of data or misrepresentation of any fact) shall, within the Council, result in the refusal and/or revocation of accreditation and referral to appropriate state and federal government agencies.
- D. The Practice understands and agrees that a request for accreditation cannot be acted upon unless and until the application is complete. If the Practice fails to complete its application, accreditation will not be granted and the fee for processing the application will not be refunded.

Confidentiality Agreement

The Practice provides information to the Council based on its understanding that such information, whether written, oral, or communicated during the application process and/or the on-site inspection, shall be maintained in a confidential manner by the Council and shall be used solely for the purpose of determining whether the Practice shall be accredited in accordance with the terms of this Accreditation Agreement.

The AIUM agrees to preserve the confidential nature of all data and documents submitted related to the Practice's application for accreditation including, but not limited to, records that contain patient confidential and/or privileged information and quality review information, to the extent required by state and/or federal law, and as provided in the HIPAA Addendum, which is attached hereto and incorporated by reference.

Prudent Use

The Practice agrees to abide by the AIUM official statements on the prudent use of ultrasound, which read as follows:

Prudent Use and Clinical Safety

Approved March 19, 2007

Diagnostic ultrasound has been in use since the late 1950s. Given its known benefits and recognized efficacy for medical diagnosis, including use during human pregnancy, the American Institute of Ultrasound in Medicine herein addresses the clinical safety of such use:

No independently confirmed adverse effects caused by exposure from present diagnostic ultrasound instruments have been reported in human patients in the absence of contrast agents. Biological effects (such as localized pulmonary bleeding) have been reported in mammalian systems at diagnostically relevant exposures but the clinical significance of such effects is not yet known. Ultrasound should be used by qualified health professionals to provide medical benefit to the patient.

Prudent Use in Obstetrics

Approved March 19, 2007

The AIUM advocates the responsible use of diagnostic ultrasound and strongly discourages the non-medical use of ultrasound for entertainment purposes. The use of ultrasound without a medical indication to view the fetus, obtain a picture of the fetus or determine the fetal gender is inappropriate and contrary to

responsible medical practice. Ultrasound should be used by qualified health professionals to provide medical benefit to the patient.

Accreditation Period

The Practice understands that any accreditation granted by the Council shall be valid only for a period of 3 years and that the Practice may apply for renewal of its accreditation to avoid a lapse in accredited status. During any period of accreditation, the Practice shall observe all standards for accredited Practices, including such rules as the Council may from time to time establish. Failure to observe the standards or rules may result in the suspension or revocation of accreditation in the sole and absolute discretion of the Council.

Notification of Change

In the event that the Practice shall make any significant changes in its location, personnel, or procedures, the Practice shall inform the Council of the same. A change of address, addition of a location, or addition or elimination of a partner or principal who performs or interprets ultrasound examinations shall qualify as a significant change under this paragraph. Information shall be directed in writing to the Council. The Council may require additional documentation, within its sole discretion.

Ownership

In the event accreditation is granted, the entity that owns the right to this accreditation is the corporation, partnership or business that owns and operates the Practice.

_____ (Organization) operates this Practice and its principal place of business is at the address set forth in the first paragraph of this Agreement.

Hold Harmless and Indemnification

The Practice acknowledges that accreditation by the Council does not constitute a representation or warranty by the Council of any kind with respect to the delivery of services by the Practice to any specific individual or patient. The Practice shall hold the Council, AIUM, and its officers, directors, agent representatives, and employees harmless from, and shall indemnify them for, any and all damages, claims, judgments, losses, costs and expenses.

Conflict Resolution

Any controversies arising under any portion of this Accreditation Agreement other than the HIPAA Addendum shall be submitted to arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in Washington, DC. The arbitrator's decision shall be final and binding on the parties. The cost of arbitration shall be borne by the party against whom the arbitrator decides.

Institutions in the Application Process

The Practice shall not advertise or publicize their AIUM accreditation or application for accreditation through announcements, brochures, or other media unless and until accreditation has been granted.

HIPAA Addendum

I. TERMINOLOGY. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under the Health Insurance Portability and Accountability Act (HIPAA) in the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, parts A and E and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

For the purposes of this Addendum, the American Institute of Ultrasound in Medicine shall be referred to as a Business Associate of the Practice. As a “Business Associate” we agree to do the following:

(a) Preserve the confidential nature of all data and documents submitted related to the Practice’s application for accreditation including, but not limited to, records that contain patient confidential and/or privileged information and quality review information, to the extent required by state and/or federal law.

(b) Only use, disclose and maintain any individually identifiable health information in all forms including but not limited to electronic form (hereinafter referred to as Protected Health Information (“PHI”)) from the Practice or any other party as a result of this Agreement in the performance of Business Associate’s obligations hereunder, to properly manage and administer its business or in compliance with federal and state law, rules and regulations. The parties contemplate under this Agreement that Business Associate may use and disclose the protected information during or assisting in the performance of one or more of the identified activities or services in the Agreement. The parties agree that Business Associate may only disclose PHI to third parties to properly manage and administer its business if such disclosures are required by law or Business Associate obtains assurances from the person to whom the information is disclosed that: the information will remain confidential; the information will be used or further disclosed only as required by law or for the purpose for which the information was disclosed to the person; and the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and the Security Rule to preserve the integrity and confidentiality of all electronically maintained or transmitted Protected Health Information received from or on behalf of Covered Entity pertaining to an Individual. Business Associate shall document and keep these security measures current and in compliance with applicable

laws and regulations, including HIPAA and HITECH. Such duties and obligations are specified more fully below.

(d) Covered Entity may amend this HIPAA Addendum upon written notice to the Business Associate to the extent necessary or appropriate to assure compliance with applicable laws and regulations as adopted, modified or superseded from time to time (“Laws”). Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Agreement will automatically amend such that the obligations they impose on Business Associate remain in compliance with applicable Laws.

II. DUTIES AND OBLIGATIONS:

(a) Business Associate agrees to comply fully with the requirements of HIPAA, as amended from time to time, including by way of illustration, do the following:

- (1) Request the minimum necessary PHI for any uses or disclosures required by subparagraph I.(b).
- (2) Use appropriate administrative, physical, and technical safeguards and security measures consistent with the healthcare industry to prevent use or disclosure of PHI other than those specified hereunder.
- (3) Report to the Practice any use or disclosure of the health information not provided for hereunder.
- (4) Require and ensure that its agent, including a subcontractor, to whom it provides PHI received from, or created or received by, or on behalf of the Practice, maintain the confidentiality of such health information, report any disclosure or breach of security and/or confidentiality to Business Associate and agree to be bound by the same restrictions and conditions that apply to Business Associates with respect to the health information.
- (5) Provide access to PHI, at the request of the Practice, that Business Associate receives under this Agreement, to the Practice or, as directed by the Practice, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Make any amendment(s) to PHI as directed by or agreed to by the Practice, pursuant to 45 C.F.R. §164.526, at the request of Practice or an Individual.
- (6) Implement procedures and methods to track and document disclosures of PHI and information related to such disclosures as would be required for the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

Within ten (10) business days of notice from the Practice to Business Associate that

the Practice has received a request for an accounting of disclosures, Business Associate shall make available to the Practice its log of disclosures and information related to such disclosures that is required by the Practice to respond to the request for an accounting as required by 45 C.F.R. §164.528.

(7) Make its internal practices, books, and records relating to the use and disclosure of PHI under this Agreement available if requested by the Secretary of the U.S. Department of Health and Human Services or his designee for purposes of the Secretary evaluating the Practice's compliance with the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, parts A and E.

(8) Recognize that the Practice owns the verbal, written and/or electronic form of the PHI for all patients related to this Agreement.

(9) Maintain any PHI it receives from the Practice in compliance with the Practice's policies and procedures and all applicable federal and state laws, rules and regulations and allow the Practice access to the PHI it possesses as needed to provide patient care and to comply with all applicable federal and state laws, rules, and regulations.

(b) The Practice agrees to do the following:

(1) The Practice shall notify Business Associate of any limitation(s) in its notice of privacy Practices of the Practice in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) The Practice shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) The Practice shall notify Business Associate of any restriction to the use or disclosure of PHI that the Practice has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

III. **TERMINATION:** The following procedures shall govern the termination of this Agreement:

(1) The Practice may immediately terminate this Agreement for cause upon the knowledge of a material breach of this Addendum by Business Associate.

(2) Any for cause termination shall be effective only after the Practice has provided reasonable written notice of the potential "cause" to Business Associate of the material breach of any term or condition of this Addendum.

(3) In the event of the termination of this Agreement, Business Associate agrees to return to the Practice all PHI and copies of PHI related to this Agreement or destroy the same. If for any reason, such PHI and copies of PHI related to this Agreement cannot be returned or destroyed, then all obligations of Business Associate regarding such PHI shall survive the termination of this Agreement indefinitely or until such PHI is returned to the Practice or destroyed. Under no circumstances, shall Business Associate be considered owner of the PHI used or disclosed by or to Business Associate pursuant to the terms of this Agreement.

(4) The respective rights and obligations of Business Associate under Paragraph (3) of this Section III of this HIPAA Addendum shall survive the termination of this Agreement.

IV. **THIRD PARTY RIGHTS:** The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any other parties other than Business Associate and the Practice.

V. **INDEMNIFICATION:** Business Associate shall indemnify the Practice for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, incurred by the Practice arising from a violation by Business Associate of its obligations under this Addendum. In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, the Practice shall have the right to control Business Associate's response to such request. Business Associate shall notify the Practice within two (2) business days of receipt of such request.

VI. **REMEDIES:** No remedy conferred upon any party by this Addendum is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Addendum or now or hereafter existing in law or in equity.

The undersigned represents that he/she is authorized by the Practice to enter into this Accreditation Agreement and this Accreditation Agreement is made on behalf of the Practice.

Entered this _____ day of _____ month in _____ year by and between

(Signature of Physician Director of Ultrasound or Officer of the Corporation)

Print Name: _____

Title: _____

Date Signed: _____

and

AIUM Ultrasound Practice Accreditation Council

14750 Sweitzer Lane, Suite 100 • Laurel, Maryland 20707-5906

(Signature of AIUM Accreditation Director)

Paula Woletz, MPH, RDMS, RDCS

Date Signed: _____