



## PACIFIC TOXICOLOGY LABORATORIES BUSINESS ASSOCIATE AGREEMENT

In order to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and implementing regulations, 45 C.F.R. Parts 160 and 164, the Pacific Toxicology Laboratories (“PACTOX”) and \_\_\_\_\_ (“Provider”) agree as follows:

1. **Permitted Uses and Disclosures For Accreditation Purposes.** To the extent that, in the course of inspecting the laboratory facilities at Provider, PACTOX, gains access to “protected health information” as defined in 45 C.F.R. § 164.501, PACTOX may use and disclose such Protected Health Information (“PHI”) as necessary to evaluate the Provider for accreditation purposes.
2. **Permitted Uses and Disclosures For Other Purposes.** PACTOX may use PHI as necessary for the proper management and administration of PACTOX or to carry out PACTOX’s legal responsibilities. PACTOX may disclose such information to third parties for these purposes only if (A) the disclosure is required by law; or (B) PACTOX obtains reasonable assurances from the recipient of the PHI that (1) the information will be held in confidence and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the recipient will notify PACTOX of any breach in the confidentiality of the information.
3. **Prohibited Uses and Disclosures.** PACTOX shall not use or disclose such PHI except as the Provider itself may. PACTOX shall use and disclose PHI only to the extent necessary for a permitted purpose.
4. **Compliance with Privacy Standards.** PACTOX shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
5. **Safeguards.** PACTOX shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
6. **Reporting.** PACTOX shall report to the Provider any use or disclosure of PHI which is not provided for by this Agreement of which PACTOX becomes aware.
7. **Subcontractors.** PACTOX shall ensure that any agents, including any subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to PACTOX with respect to the PHI.

8. **Access by Individuals.** PACTOX shall allow individuals who are the subjects of the PHI to inspect and copy their information in the possession of PACTOX if Provider does not also maintain such information.
9. **Amendment of PHI.** PACTOX shall make available the PHI for amendment and shall incorporate amendments to the PHI upon notification by Provider that such information requires amendment.
10. **Accountings of Disclosures.** If PACTOX discloses the PHI to any third party, PACTOX shall make available to Provider the information that is necessary for the Provider to provide an accounting of disclosures to a requesting individual.
11. **Access by Department of Health and Human Services.** PACTOX shall make its internal practices, books, and records relating to the use and disclosure of the PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Provider's compliance with the HIPAA privacy regulations.
12. **Termination.** This Agreement shall terminate when Provider no longer utilizes PACTOX to inspect its laboratory facilities. Provider may terminate its relationship with PACTOX if it determines that PACTOX has violated a material term of this Agreement. The rights and responsibilities of PACTOX under this Agreement shall survive termination.
13. **Return or Destruction of Information.** Upon termination of its relationship with Provider, PACTOX shall, if feasible, return or destroy all of the PHI that PACTOX still maintains in any form and shall retain no copies of such information. If such return or destruction is not feasible, PACTOX shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
14. **Amendment.** The parties shall modify this Agreement to bring it into compliance with any changes in HIPAA or the HIPAA privacy regulations that are made after the date of execution of this Agreement.
15. **Interpretation.** Any ambiguity in this Agreement shall be resolved in a manner that brings the Agreement into compliance with the then most current version of HIPAA and the HIPAA privacy regulations.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

Provider

\_\_\_\_\_ Pacific Toxicology Laboratories

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

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

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

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

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

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

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

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