

PATHOGENESYS LLC

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, Pathogenesys LLC (“PATHOGENESYS”) and _____ (“Associate”) agree as follows:

1. **Permitted Uses and Disclosures For Accreditation Purposes.** To the extent that, in the course of providing services or collaborating with the Associate, PATHOGENESYS gains access to “protected health information” as defined in 45 C.F.R. § 164.501, PATHOGENESYS may use and disclose such Protected Health Information (“PHI”) as necessary to evaluate the Associate for accreditation purposes.
2. **Permitted Uses and Disclosures For Other Purposes.** PATHOGENESYS may use PHI as necessary for the proper management and administration of PATHOGENESYS or to carry out PATHOGENESYS’ legal responsibilities. PATHOGENESYS may disclose such information to third parties for these purposes only if (A) the disclosure is required by law; or (B) PATHOGENESYS 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 PATHOGENESYS of any breach in the confidentiality of the information.
3. **Prohibited Uses and Disclosures.** PATHOGENESYS shall not use or disclose such PHI except as the Associate itself may. PATHOGENESYS shall use and disclose PHI only to the extent necessary for a permitted purpose.
4. **Compliance with Privacy Standards.** PATHOGENESYS shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
5. **Safeguards.** PATHOGENESYS shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
6. **Reporting.** PATHOGENESYS shall report to the Associate any use or disclosure of PHI which is not provided for by this Agreement of which PATHOGENESYS becomes aware.
7. **Subcontractors.** PATHOGENESYS shall ensure that any agents, including any subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to PATHOGENESYS with respect to the PHI.
8. **Access by Individuals.** PATHOGENESYS shall allow individuals who are the subjects of the PHI to inspect and copy their information in the possession of PATHOGENESYS if Associate does not also maintain such information.

9. **Amendment of PHI.** PATHOGENESYS shall make available the PHI for amendment and shall incorporate amendments to the PHI upon notification by Associate that such information requires amendment.
10. **Accountings of Disclosures.** If PATHOGENESYS discloses the PHI to any third party, PATHOGENESYS shall make available to Associate the information that is necessary for the Associate to provide an accounting of disclosures to a requesting individual.
11. **Access by Department of Health and Human Services.** PATHOGENESYS 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 Associate's compliance with the HIPAA privacy regulations.
12. **Termination.** This Agreement shall terminate when Associate no longer utilizes PATHOGENESYS for services. Associate may terminate its relationship with PATHOGENESYS if it determines that PATHOGENESYS has violated a material term of this Agreement. The rights and responsibilities of PATHOGENESYS under this Agreement shall survive termination.
13. **Return or Destruction of Information.** Upon termination of its relationship with Associate, PATHOGENESYS shall, if feasible, return or destroy all of the PHI that PATHOGENESYS still maintains in any form and shall retain no copies of such information. If such return or destruction is not feasible, PATHOGENESYS 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_.

Associate

Pathogenesys LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Mail agreements to:

Name: _____

Institution: _____

Address: _____

Phone # _____