

COLLEGE OF AMERICAN PATHOLOGISTS

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 College of American Pathologists ("CAP") and the Center for Clinical Laboratory Medicine (CCLM) / Air Force agrees as follows:

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

9. **Amendment of PHI.** CAP 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 CAP discloses the PHI to any third party, CAP 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.** CAP 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 CAP to inspect its laboratory facilities. Provider may terminate its relationship with CAP if it determines that CAP has violated a material term of this Agreement. The rights and responsibilities of CAP under this Agreement shall survive termination.
13. **Return or Destruction of Information.** Upon termination of its relationship with Provider, CAP shall, if feasible, return or destroy all of the PHI that CAP still maintains in any form and shall retain no copies of such information. If such return or destruction is not feasible, CAP 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_.

Center for Clinical Laboratory Medicine

By: Donna M. Roncarti
 Name: Donna M. Roncarti, Col, USAF, BSC
 Title: Director, CCLM

College of American Pathologists

By: Roxanne Schwach
 Name: ROXANNE SCHWOCH
 Title: PROFESSIONAL AND REGULATORY
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