



Clinical Science
Laboratory, Inc.

HIPAA Made Easy

For those clients who would like to enter into a HIPAA (Health Insurance Portability and Accountability Act) business associate agreement with Clinical Science Laboratory, a printable copy of an agreement can be found on the following pages.

HIPAA rules require covered entities to enter into written agreements with their business associates. These business associate agreements ensure that a business associate will provide the same protections to the covered entity's information as the covered entity would.

Please print out 2 copies of the agreement and fill in the appropriate "Provider" information. Forward both copies to:

Clinical Science Laboratory, Inc.
51 Francis Avenue
Mansfield, MA 02048

A representative of Clinical Science Laboratory will sign both copies and return one copy to you for your records.



Clinical Science
Laboratory, Inc.

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, Clinical Science Laboratory, Inc. (“CSL”) and

“Provider” Name: _____

Address: _____

City, State, ZIP: _____

agree as follows: _____

1. Permitted Uses and Disclosures.

CSL may use Protected Health Information (“PHI”) as necessary for the proper management and administration of CSL or to carry out CSL’s legal responsibilities. CSL may disclose such information to third parties for these purposes only if (A) the disclosure is required by law; or (B) CSL 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 CSL of any breach in the confidentiality of the information.

2. Prohibited Uses and Disclosures.

CSL shall not use or disclose such PHI except as the Provider itself may. CSL shall use and disclose PHI only to the extent necessary for a permitted purpose.

3. Compliance with Privacy Standards.

CSL shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

4. Safeguards.

CSL shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

5. Reporting.

CSL shall report to the Provider any use or disclosure of PHI which is not provided for by this Agreement of which CSL becomes aware.

6. Subcontractors.

CSL shall ensure that any agents, including any subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to CSL with respect to the PHI.

7. Access by Individuals.

CSL shall allow individuals who are the subjects of the PHI to inspect and copy their information in the possession of CSL if Provider does not also maintain such information.

8. **Amendment of PHI.**

CSL shall make available the PHI for amendment and shall incorporate amendments to the PHI upon notification by Provider that such information requires amendment.

9. **Accountings of Disclosures.**

If CSL discloses the PHI to any third party. CSL shall make available to Provider the information that is necessary for the Provider to provide an accounting of disclosures to a requesting individual.

10. **Access by Department of Health and Human Services.**

CSL 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.

11. **Termination.**

This Agreement shall terminate when Provider no longer utilizes CSL. Provider may terminate its relationship with CSL if it determines that CSL has violated a material term of this Agreement. The rights and responsibilities of CSL under this Agreement shall survive termination.

12. **Return or Destruction of Information.**

Upon termination of its relationship with Provider, CSL shall, if feasible and within the limits of the laws governing CSL's laboratory licensure, return or destroy all of the PHI that CSL still maintains in any form and shall retain no copies of such information. If such return or destruction is not feasible, CSL 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.

13. **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.

14. **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 HEREOF, the parties hereto have duly executed this

Agreement as of (Date) _____

Provider

_____ Clinical Science Laboratory, Inc.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____