

United Laboratories Services, Corp.
7350 NW 7 Street
MIAMI FL. 33126
PH: (305)269-0121
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Business Associate Agreement

This Business Associate Agreement is entered into this ____ day of _____, _____ between United Laboratories services 7350 NW 7 ST MIAMI FL 33126 a Florida Corporation (“Company”) and _____, _____ a Florida corporation (“Contractor”).

I. Company, as a Covered Entity defined herein under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is required to enter into this Agreement to obtain satisfactory assurances that Contractor, a Business Associate under HIPAA, will appropriately safeguard all Protected Health Information (“PHI”) as defined herein, disclosed, created or received by Contractor on behalf of, Company.

II. Company desires to engage Contractor to perform certain functions for, or on behalf of, Company involving the disclosure of PHI by Company to Contractor, or the creation or use of PHI by Contractor on behalf of Company, and Contractor desires to perform such functions.

In consideration of the mutual promises below and the exchange of information pursuant to this agreement and in order to comply with all legal requirements for the protection of this information, the parties therefore agree as follows:

A. Definitions of Terms

1. Agreement means this Business Associate Agreement.
2. Business Associate shall have the meaning given to such term in 45 C.F.R. section 160.103.
3. C.F.R. shall mean the Code of Federal Regulations.
4. Designated Record Set shall have the meaning given to such term in 45 C.F.R. section 164.501.

4. Covered Entity shall have the meaning given to such term in 45 C.F.R. section 160.103.

5. Protected Health Information or PHI shall have the meaning given to such term in 45 C.F.R. section 164.501.

B. Obligations of Contractor.

1. Permitted Uses and Disclosures. Contractor may not use or disclose PHI received or created pursuant to this agreement except as follows: **[Note: in order to avoid having to amend the Agreement if anything in the list changes, consider putting the list of permitted uses/disclosures of PHI in an exhibit.]**

<ordered list (use lower case letters) of permitted uses and disclosures by the Contractor; be specific in the description of what Contractor will do on behalf of the Company that relates to the creation, use, receipt or disclosure of PHI, include as the last numbered permitted uses/disclosures the following:>

____. Contractor's Operations – Permitted Uses of PHI. Contractor may use the PHI it receives in its capacity as a Business Associate for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities.

____. Contractor's Operations – Permitted Disclosures of PHI. Contractor may disclose the PHI it obtains in its capacity as a Business Associate if such disclosure is necessary for the Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, and:

(i) the disclosure is required by law; or

(ii) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor (and Contractor in turn notifies Company) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. Disclosure Accounting. **[Note: Because disclosures of PHI made for purposes of payment, treatment and health care operations are exempt from the disclosure accounting requirements and most business associates' disclosures of PHI are made for such purposes, it should be rare that an accounting of disclosures would be required, unless the disclosure is prohibited.]** In the event that Contractor makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. section

164.528, Contractor promptly shall report such disclosures to Company. The notice by Contractor to Company of the disclosure shall include the name of the individual and company affiliation to whom the PHI was disclosed and the date of the disclosure. Contractor shall maintain a record of each such disclosure, including the date of the disclosure, the name and, if available, the address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. Contractor shall maintain this record for a period of six (6) years and make available to Company upon request in an electronic format so that Company may meet its disclosure accounting obligations under 45 C.F.R. section 164.528.

3. Access by Covered Entity.

[NOTE: Access under HIPAA encompasses two ideas: (1) The Company's and the HHS Secretary's access to Contractor's books and records for the purpose of allowing Company to assess Contractor's compliance with the Agreement; and (2) the right of individuals to access their PHI as provided for in 45 C.F.R. section 164.524. With respect to the first issue of access, the regulations do not require that the Contractor grant access to its books to Company, although Company, as the Covered Entity, may wish to include this access by agreement. The second access issue requires Contractor to cooperate with Company to provide individuals access to their PHI. In the event that the requested PHI is held by the Contractor and not the Company, Company may wish to require that Contractor comply directly with 45 C.F.R. section 164.524. Each of these issues is addressed in the Access provisions below.]

4. Access to PHI by Individuals. Contractor shall cooperate with Company to fulfill all requests by individuals for access to the individual's PHI that are approved by Company. Contractor shall cooperate with Company in all respects necessary for Company to comply with 45 C.F.R. section 164.524. If Contractor receives a request from an individual for access to PHI, Contractor immediately shall forward such request to Company. Company shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an individual for access to PHI. <If Contractor maintains PHI in a Designated Record Set on behalf of Company, Contractor shall permit any individual, upon notice by Company, to access and obtain copies of the individual's PHI in accordance with 45 C.F.R. 164.524. Contractor shall make the PHI available in the format requested by the individual and approved by Company, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format. Contractor may not charge the individual any fees for such access to PHI.> Company shall reimburse Contractor a portion of the fee charged by Company to the individual that is proportional to the amount of PHI produced by Contractor in relation to the amount of PHI produced by Company.

5. Access to Contractor's Books and Records. Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Company available to the Secretary of the Department of Health and Human Services for purposes of determining Company's compliance with the HIPAA laws and regulations. <Upon reasonable notice to Contractor and during Contractor's normal business hours, Contractor shall make such internal practices, books and records available to Company to inspect for purposes of determining compliance with this Agreement.>

6. Amendment of PHI. As directed and in accordance with the time frames specified by Company, Contractor shall incorporate all amendments to PHI received from Company. Within five (5) business days following Contractor's amendment of PHI as directed by Company, Contractor shall provide written notice to Company confirming that Contractor has made to amendments to PHI as directed by Company and containing any other information as may be necessary for Company to provide adequate notice to the individual in accordance with 45 C.F.R. section 164.526.

7. Security Safeguards. Contractor shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of PHI.

8. Reporting and Mitigating Unauthorized Uses and Disclosures of PHI. Immediately upon notice to Contractor, Contractor shall report to Company any uses or disclosures of PHI not authorized by this Agreement. Contractor shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement. Further, in the notice provided to Company by Contractor regarding unauthorized uses and/or disclosures of PHI, Contractor shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.

9. Affiliates, Agents, Subsidiaries and Subcontractors. Contractor shall require that any agents, affiliates, subsidiaries or subcontractors, to whom it provides PHI received from, or created or received by Contractor on behalf of Company agree in writing to the same use and disclosure restrictions imposed on Contractor by this Agreement.

C. Term and Termination.

1. Term. This Agreement shall be for a term of ____ year<s>, commencing on _____ and ending on _____ ("Initial Term"). This Agreement shall automatically renew for successive ____ year periods ("Renewal Term") unless

one party notifies the other party of its intent not to renew within sixty (60) days prior to end of the Initial Term or any Renewal Term. **[NOTE: The term should be the same as the underlying agreement.]**

2. Termination by Breach. Company, at its sole option and without an opportunity to cure, immediately may terminate this Agreement if Company determines that Contractor has violated a material term of this Agreement.

3. Termination Without Cause. Either party to this Agreement may terminate the Agreement upon provision of thirty (30) days prior written notice.

<Consider termination provisions for bankruptcy, breach by Company (with opportunity to cure and legislative changes.)>

4. Effects of Termination; Disposal of PHI. Upon termination of this Agreement, Contractor shall recover all PHI that is in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors. Contractor shall return to Company or destroy all PHI that Contractor obtained or maintained pursuant to this Agreement on behalf of Company. If the parties agree at that time that the return or destruction of PHI is not feasible, Contractor shall extend the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If the parties agree at the time of termination of this Agreement that it is infeasible for the Contractor to recover all PHI in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors, Contractor shall provide written notice to Company regarding the nature of the unfeasibility and Contractor shall require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Contractor hereunder.

D. Insurance and Indemnification.

1. Insurance. <Consider adding reciprocal insurance requirements.>

2. Indemnification. Each party will indemnify and hold harmless the other party to this Agreement from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:

(a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and

(b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

[NOTE: The effectiveness of indemnification provisions is governed by state law and will vary from state to state. Also, the scope of the services performed under a business associate agreement should dictate the scope of the indemnification. Because neither of these variables can be known in drafting a form agreement, consider replacing this indemnification provision with one recommended by your own legal counsel.]

E. Miscellaneous.

1. Contractor's Compliance with HIPAA. Company makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

2. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

Company: _____

Contractor: _____

Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

3. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to Agreement, Company shall notify Contractor of any actions it reasonably deems are necessary to comply with such changes, and Contractor promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, Contractor may, by providing advanced written

notice, propose an amendment to this Agreement addressing such issues. If, within fifteen (15) days following the notice, the parties are unable to agree upon such amendments, either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.

4. Amendments. By mutual consent of the parties, this Agreement may from time to time be modified or amended in writing and such written modifications signed by the parties shall be attached to and become part of this Agreement.

5. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

6. Counterparts. This Agreement may be executed in counterparts, any of which is considered to be an original agreement.

7. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the HIPAA laws and regulations. All other aspects of this Agreement shall be governed under the laws of the State of _____ and venue for any actions relating to this Agreement shall be in _____ County, _____.

8. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Contractor may not assign or subcontract the rights or obligations under this Agreement without the express written consent of Company. Company may assign its rights and obligations under this Agreement to any successor or affiliated entity.

9. Entire Agreement. This Agreement contains the entire agreement between parties and supersedes all prior discussions, negotiations and services for like services.

10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself and any agents, affiliates, subsidiaries, subcontractors or employees assisting Contractor in the fulfillment of its obligations under this Agreement, available to Company, at no cost to Company, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Company, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to

security and privacy, except where Contractor or its agents, affiliates, subsidiaries, subcontractors or employees are a named adverse party.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement to be effective as of <effective date of the agreement>.

COMPANY

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____