

**Disclaimer**

This document and the information in it does not constitute legal advice. It is also not a substitute for legal or other professional advice. Users should consult their own legal counsel for advice regarding the application of the law and this document as it applies to the HIPAA regulations.

**BUSINESS ASSOCIATE AGREEMENT FOR PROVIDERS**

This Agreement is entered into by and between \_\_\_\_\_ and **R&B Sten-Tel Transcription Services, Inc.** hereafter known as **Provider**, to set forth the terms and conditions under which “protected health information”, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations enacted thereunder, created or received by **Provider** on behalf of \_\_\_\_\_ may be used or disclosed.

This Agreement shall commence on April 14, 2003 and the obligations herein shall continue in effect so long as **Provider** creates or possesses any protected health information created or received on behalf of \_\_\_\_\_ and until all protected health information created or received by **Provider** on behalf of \_\_\_\_\_ is destroyed or returned to \_\_\_\_\_ pursuant to paragraph 12 herein.

1. \_\_\_\_\_ and **Provider** hereby agree that **Provider** shall be permitted to use and/or disclose protected health information created or received on behalf of \_\_\_\_\_ for transcription or editorial purposes.
2. **Provider** hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with State and Federal laws and regulations including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations thereunder, and all other applicable law.
3. **Provider** further agrees not to use or disclose protected health information except as expressly permitted by this Agreement, applicable law, or for the purpose of managing **Provider**’s own internal business processes consistent with paragraph 2 herein.
4. **Provider** shall not disclose protected health information to anyone unless **Provider** has advised such person of **Provider** privacy and security obligations under this Agreement, including the consequences for violation of such obligations. **Provider** will take appropriate disciplinary action against any member of its workforce who uses or discloses protected health information in violations of this Agreement and applicable law.
5. **Provider** shall not disclose protected health information created or received by **Provider** on behalf of \_\_\_\_\_ to a person including any agent or subcontractor of **Provider** but not including a member of **Provider**’s own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable State or Federal law.
6. **Provider** agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.
7. **Provider** agrees to maintain a record of all disclosures of protected health information, including disclosures not made for the purposes of this Agreement. Such records shall include the date of disclosure, the name and, if known, the address of the recipient of the protected health information, the name of the individual who is the subject of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure. **Provider** shall make such record available to an individual who is

the subject of such information or \_\_\_\_\_ within five (5) days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever is later.

8. **Provider** agrees to report to \_\_\_\_\_ any unauthorized use or disclosure of protected health information by **Provider** or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.
9. **Provider** agrees to make its internal practices, books, and records relating to the use or disclosure of protected health information received from \_\_\_\_\_ or created or received by **Provider** on behalf of \_\_\_\_\_ available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the covered entity's compliance with HIPAA.
10. In the event **Provider** fails to perform any obligations under this Agreement, \_\_\_\_\_ may at its option:
  - a) Require **Provider** to submit a plan of compliance, including monitoring by \_\_\_\_\_ and reporting by **Provider**, as \_\_\_\_\_ in its sole discretion determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto; and
  - b) Require **Provider** to mitigate any laws occasioned by unauthorized disclosure or use of protected health information.
  - c) Immediately discontinue providing protected health information to **Provider** with or without written notice to **Provider**.
11. \_\_\_\_\_ may immediately terminate this Agreement and related Agreements if \_\_\_\_\_ determines that the **Provider** has breached a material term of this Agreement. Alternatively, \_\_\_\_\_ may choose to: (i) provide **Provider** with ten days written notice of the existence of an alleged material breach; and (ii) afford the **Provider** an opportunity to cure said alleged material breach to the satisfaction of \_\_\_\_\_ within ten days. **Provider**'s failure to cure shall be grounds for immediate termination of this Agreement. \_\_\_\_\_'s remedies under this Agreement are cumulative and the exercise of any remedy shall not preclude the exercise of any other.
12. Upon termination of this Agreement, **Provider** shall return or destroy the protected health information received from \_\_\_\_\_ or created or received by **Provider** on behalf of \_\_\_\_\_ and that **Provider** maintains in any form and shall retain no copies of such information. If the parties mutually agree that return or destruction of protected health information is not feasible, **Provider** shall continue to maintain security and privacy of such protected health information in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information in-feasible. The duties here under to maintain the security and privacy of protected health information shall survive the discontinuance of this Agreement.
13. \_\_\_\_\_ may amend this Agreement by providing ten days prior written notice to **Provider** in order to maintain compliance with State or Federal law. Such amendment shall be binding upon **Provider** at the end of the ten day period and shall not require the consent of **Provider**. **Provider** may elect to discontinue the Agreement within the ten day period, but **Provider**'s duties here under to maintain the security and privacy of protected health information shall survive such discontinuance. \_\_\_\_\_ and **Provider** may otherwise amend this Agreement by mutual written Agreement.

---

**Company Name**

---

**Date**

---

**R&B Sten-Tel Transcription Services, Inc.**

---

**Date**