

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 INDEPENDENT CONTRACTORS

This Agreement is entered into by and between **R&B Sten-Tel Transcription Services, Inc.** and _____, hereafter known as **Independent Contractor**, 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 **Independent Contractor** on behalf of **R&B Sten-Tel Transcription Services, Inc.** may be used or disclosed.

This Agreement shall commence on _____ and the obligations herein shall continue in effect so long as **Independent Contractor** creates or possesses any protected health information created or received on behalf of **R&B Sten-Tel Transcription Services, Inc.** and until all protected health information created or received by **Independent Contractor** on behalf of **R&B Sten-Tel Transcription Services, Inc.** is destroyed or returned to **R&B Sten-Tel Transcription Services, Inc.** pursuant to paragraph 12 herein.

1. **R&B Sten-Tel Transcription Services, Inc.** and **Independent Contractor** hereby agree that **Independent Contractor** shall be permitted to use and/or disclose protected health information created or received on behalf of **R&B Sten-Tel Transcription Services, Inc.** for transcription or editorial purposes.
2. **Independent Contractor** 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. **Independent Contractor** 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 **Independent Contractor**’s own internal business processes consistent with paragraph 2 herein.
4. **Independent Contractor** shall not disclose protected health information to anyone unless **Independent Contractor** has advised such person of **Independent Contractor** privacy and security obligations under this Agreement, including the consequences for violation of such obligations. **R&B Sten-Tel Transcription Services, Inc.** 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. **Independent Contractor** shall not disclose protected health information created or received by **Independent Contractor** on behalf of **R&B Sten-Tel Transcription Services, Inc.** to a person including any agent or subcontractor of **Independent Contractor** but not including a member of **Independent Contractor**’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. **Independent Contractor** agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.

7. **Independent Contractor** 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. **Independent Contractor** shall make such record available to an individual who is the subject of such information or **R&B Sten-Tel Transcription Services, Inc.** 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. **Independent Contractor** agrees to report to **R&B Sten-Tel Transcription Services, Inc.** any unauthorized use or disclosure of protected health information by **Independent Contractor** or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.
9. **Independent Contractor** agrees to make its internal practices, books, and records relating to the use or disclosure of protected health information received from **R&B Sten-Tel Transcription Services, Inc.** or created or received by **Independent Contractor** on behalf of **R&B Sten-Tel Transcription Services, Inc.** 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 **Independent Contractor** fails to perform any obligations under this Agreement, **R&B Sten-Tel Transcription Services, Inc.** may at its option:
 - a) Require **Independent Contractor** to submit a plan of compliance, including monitoring by **R&B Sten-Tel Transcription Services, Inc.** and reporting by **Independent Contractor**, as **R&B Sten-Tel Transcription Services, Inc.** 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 **Independent Contractor** to mitigate any laws occasioned by unauthorized disclosure or use of protected health information.
 - c) Immediately discontinue providing protected health information to **Independent Contractor** with or without written notice to **Independent Contractor**.
11. **R&B Sten-Tel Transcription Services, Inc.** may immediately terminate this Agreement and related Agreements if **R&B Sten-Tel Transcription Services, Inc.** determines that the **Independent Contractor** has breached a material term of this Agreement. Alternatively, **R&B Sten-Tel Transcription Services, Inc.** may choose to: (i) provide **Independent Contractor** with ten days written notice of the existence of an alleged material breach; and (ii) afford the **Independent Contractor** an opportunity to cure said alleged material breach to the satisfaction of **R&B Sten-Tel Transcription Services, Inc.** within ten days. **Independent Contractor**'s failure to cure shall be grounds for immediate termination of this Agreement. **R&B Sten-Tel Transcription Services, Inc.**'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, **Independent Contractor** shall return or destroy the protected health information received from **R&B Sten-Tel Transcription Services, Inc.** or created or received by **Independent Contractor** on behalf of **R&B Sten-Tel Transcription Services, Inc.** and that **Independent Contractor** 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, **Independent Contractor** 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. **R&B Sten-Tel Transcription Services, Inc.** may amend this Agreement by providing ten days prior written notice to **Independent Contractor** in order to maintain compliance with State or Federal law. Such amendment shall be binding upon **Independent Contractor** at the end of the ten day period and shall not require the consent of **Independent Contractor**. **Independent Contractor** may elect to discontinue the Agreement within the ten day period, but **Independent Contractor**'s duties here under to maintain the security and privacy of protected health information shall survive such discontinuance. **R&B Sten-Tel Transcription Services, Inc.** and **Independent Contractor** may otherwise amend this Agreement by mutual written Agreement.

R&B Sten-Tel Transcription Services, Inc.

Date

Independent Contractor

Date