



Converting the World's Documents

**BUSINESS ASSOCIATE AGREEMENT
FOR HEALTH CARE PROVIDERS**

This Agreement is entered into by and between

_____ herein **Health Care Provider**, and ScanFiles, herein **Business Associate**, 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 Business Associate on behalf of Health Care Provider may be used or disclosed.

This Agreement shall commence on _____ and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any protected health information created or received on behalf of Health Care Provider and until all protected health information created or received by Business Associate on behalf of Health Care Provider is destroyed or returned to Health Care Provider pursuant to Paragraph 15 herein.

1) Health Care Provider and Business Associate hereby agree that Business Associate shall be permitted to use protected health information created or received on behalf of Health Care Provider for the following purpose(s): Scanning of records (paper documents) and conversion to PDF format and saved on non-erasable media such as CD/DVD.

2.) Business Associate will not use or disclose protected health information created or received by Business Associate on behalf of Health Care Provider.

3.) Business Associate hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with California and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Regulations thereunder, and all other applicable law.

4.) Business Associate 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 Business Associate's own internal business processes consistent with Paragraph 2 herein.

5.) Business Associate shall not disclose protected health information to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. Business Associate shall 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.

6.) Business Associate shall not disclose protected health information created or received by Business Associate on behalf of Health Care Provider to a person, including any agent or subcontractor of Business Associate but not including a member of Business Associate's own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable California or Federal law.

7.) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.

8.) Business Associate agrees to maintain a record of all disclosures of protected health information, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the 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. Business Associate shall make such record available to an individual who is the subject of such information or Health Care Provider 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.

9.) Business Associate agrees to report to Health Care Provider any unauthorized use or disclosure of protected health information by Business Associate or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.

10.) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of protected health information received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider, 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.

11.) Within thirty (30) days of a written request by Health Care Provider, Business Associate shall allow a person who is the subject of protected health information, such person's legal representative, or Health Care Provider to have access to and to copy such person's protected health information maintained by Business Associate. Business Associate shall provide protected health information in the format requested by such person, legal representative, or practitioner unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.

12.) Business Associate agrees to amend, pursuant to a request by Health Care Provider, protected health information maintained and created or received by Business Associate on behalf of Practitioner. Business Associate further agrees to complete such amendment within thirty (30) days of a written request by Health Care Provider, and to make such amendment as directed by Health Care Provider.

13.) In the event Business Associate fails to perform the obligations under this Agreement, Health Care Provider may, at its option:

a) Require Business Associate to submit to a plan of compliance, including monitoring by Health Care Provider and reporting by Business Associate, as Health Care Provider, 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 Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of protected health information.

a) Immediately discontinue providing protected health information to Business Associate with or without written notice to Business Associate.

14.) Health Care Provider may immediately terminate this Agreement and related agreements if Health Care Provider determines that the Business Associate has breached a material term of this Agreement. Alternatively, Health Care Provider may choose to: (i) provide Business Associate with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach to the satisfaction of Health Care Provider within ten (10) days. The Business Associate's failure to cure shall be grounds for immediate termination of this Agreement. Health Care Provider's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

15.) Upon termination of this Agreement, Business Associate shall return or destroy all protected health information received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider and that Business Associate 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, Business Associate shall continue to maintain the 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 infeasible. The duties hereunder to maintain the security and privacy of protected health information shall survive the discontinuance of this Agreement.

16.) Health Care Provider may amend this Agreement by providing ten (10) days prior written notice to Business Associate in order to maintain compliance with California or Federal law. Such amendment shall be binding upon Business Associate at the end of the ten (10) day period and shall not require the consent of Business Associate. Business Associate may elect to discontinue the Agreement within the ten (10) day period, but Business Associate's duties hereunder to maintain the security and privacy of PROTECTED HEALTH INFORMATION shall survive such discontinuance. Health Care Provider and Business Associate may otherwise amend this Agreement by mutual written agreement.

17.) Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Health Care Provider and his/her respective employees, directors, and agents ("Indemnities") from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys fees, including at trial and on appeal) asserted or imposed against any Indemnities arising out of the acts or omissions of Business Associate or any subcontractor of or consultant of Business Associate or any of Business Associate's employees, directors, or agents related to the performance or nonperformance of this Agreement.

Signed:

Health Care Provider

Date

**ScanFiles
Business Associate**

Date