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Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between JMGR Financial Inc., dba Professional Collection Service (Business Associate) and _____ (Covered Entity) and dictates the use and disclosure of Protected Health Information (“PHI”) and enables both parties to establish their respective compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, and its regulations, as amended by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, and its implementing regulations. Effective September 23, 2013, HIPAA shall include the Omnibus Rule published on January 25, 2013.

Permitted Uses and Disclosures of Business Associate

Business associate may use or disclose PHI as follows:

- As is necessary to perform the services set forth in Service Agreement with Covered Entity
- For the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate
- Use or disclose PHI only to the minimum extent necessary to accomplish the intended purpose of such use or disclosure
- As required by law

Duties and Responsibilities of Business Associate

Safeguards: To use appropriate safeguards to prevent use or disclosure of PHI except as provided by this BAA, including appropriate administrative, physical and technical safeguards to protect the confidentiality.

Reporting: Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.

Mitigation: To mitigate any harmful effect that is known to Business Associate as a result of use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

Agents and Subcontractors: To ensure that any agent, including a subcontractor, to whom it provides PHI of the Covered Entity, agrees to the same safeguards, restrictions and conditions that apply to Business Associate with respect to such PHI.

Audit and Inspection: Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary in a time and manner reasonably designated by the Secretary, for the purposes of the Secretary determining compliance with the HIPAA rules.

Accounting of Disclosures: To document all disclosures of PHI in accordance with federal and state laws and regulations and to make them available to Covered Entity within a reasonable amount of time. If the Business Associate maintains records in electronic form, it will account for all disclosures for at least a 3 year period or as governed by HIPAA.

Breach Notifications: To give Covered Entity notice of any breach of unsecured PHI without delay.

Duties and Responsibilities of Covered Entity

Covered Entity agrees to:

- Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA
- Notify Business Associate of any limitations in the notice of privacy practices Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI
- Notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI
- Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI

Termination

Termination for Cause: Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. Business Associate can terminate the BAA if the Covered Entity fails to meet its HIPAA obligations.

Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

Survival: The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.

Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have executed this BAA in its name and on its behalf.

Covered Entity

Business Associate

Company Name: _____

Company Name: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____