



American Credit Association

"Your Collection Solution Since 1953"

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Business Associates Agreement

Effective Date: December 9, 2008

Parties:

The Parties to this contract are _____
hereinafter referred to as "Covered Entity", A Medical Office with its principal office located at _____
and **American Credit Association LLC**, hereinafter referred to as "Business Associate", whose
primary function is the recovery of accounts receivables, with principal offices located in
Farmington Hills MI 48333 collectively, the Parties.

WHEREAS, the federal Health Insurance Portability and Accountability Act of 1996 (Act)
directs the Health and Human Services to Develop Standards to protect the security, confidentiality
and integrity of health information: and

WHEREAS, the Parties wish to enter into an arrangement whereby Business Associate
will provide certain services to Covered Entity, and pursuant to such arrangement, Business
Associates is considered a "business associate" of Covered Entity as defined in the HIPAA
Privacy Rule by evidence of an agreement titled "Collection Service Agreement": and

WHEREAS, Business Associate may have access to protected Health Information (PHI)
as defined by the Act in fulfilling its responsibilities under such arrangement:

THEREFORE, in consideration of the Parties` continuing obligations under the
Collection Service Agreement, compliance with HIPAA, and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of
this Agreement in order to address the requirements of HIPAA and to protect the interest of
both Parties.

Section1. Definitions

Terms used, but not otherwise defined, in this agreement shall have the same meaning as those
terms as defined in the Health Insurance Portability and Accountability Act, Public Law 104

Section2. Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as permitted or required by law.
- b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this agreement.
- c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this agreement.
- d) Business Associate agrees to report to Covered Entity any use or disclosure of Covered Entity's PHI not provided for by this agreement of which it becomes aware.
- e) Business Associate agrees to provide access, at the request of Covered Entity or Secretary, within a time not to exceed 72 hours, to PHI in a Designated Record Set chosen by Business Associate to an Individual in order to meet requirements under, 45 CFR 164.524. Covered Entity will be responsible for the costs of changing the Designated Record Set from the standard Set.
- f) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45CFR 164.526 at the request of Covered Entity for an Individual, within 72 hours of receipt of such amendment(s).
- g) Business Associate agrees to make internal practices, books, and record, including policies and procedures and PHI, relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or the Secretary or person(s) designated by the Secretary, if allowed or required by law, within 72 hours of receiving the request.
- h) Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- i) Business Associate agrees to provide to, and upon request of Covered Entity, within 72 hours, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by and Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

Section 3. **Chain of Trust**

Business Associate agrees to ensure that any agent, including any subcontractor, to whom it provides PHI Received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this agreement to Business Associate with respect to such information.

Section 4. **Permitted General Uses and Disclosures by Business Associate**

Except as otherwise limited by this agreement, Business Associate may use or disclose PHI to

perform functions, activities, or services for, or on behalf of , Covered Entity as specified in any agreement-giving rise to the Business Associate relationship and for the proper management and administration of the Business Associate, provided that such use or disclosure would not violate 45 CFR 164.528 or 45 CFR 164.504 (e)(4)(ii) if done by the Covered Entity.

Section 5. Permitted Specific Uses and Disclosures by Business Associate

a) Except as otherwise limited in this agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided the disclosures are allowed or required by law, and Business Associate obtains assurances from the person or entity to which the information is disclosed that it will remain confidential and used or further disclosed as allowed or required by law for the purpose for which it was disclosed.

b) Except as otherwise limited in this agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as Permitted by 42 CFR 164.504 (e)(2)(i)(B).

c) Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities, consistent with Sec. 164.5020(1).

Section 6. Obligations of Covered Entity

a) Covered Entity shall notify Business Associate of limitation(s) in Covered Entity's Notice of Privacy Practices, Herby given and attached, in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI

b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI within 72 hours of such change or revocation.

c) Covered Entity shall notify Business Associate of any restriction in the use of disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business associate's use or disclosure of PHI.

d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Public Law 104-191 if done by Covered Entity.

Section 7. Term and Termination

a) Term. This agreement shall be effective as of the effective date and shall terminate when all PHI provided by Covered Entity to Business Associate, or Created or received by Business Associate of behalf of Covered Entity, is destroyed or returned to covered Entity, or if it is infeasible to return or destroy PHI protections are extended to such information, in accordance with the termination provisions in this section.

b) Upon Breach of this agreement, Upon Covered Entity's knowledge of a material breach of this agreement by Business Associate, or upon expiration or termination o the agreement giving rise to the Business Associate relationship, the Covered Entity shall:

1) Provide an opportunity for the Business Associate to cure the breach or end the violation within 10 business days of receiving such notice of any breach;

c) Termination. If Business Associate does not cure any breach within the terms defined in Sec. 7(b)(1) or if a cure is not possible; this agreement and the agreement giving rise to the Business Associate relationship, at Covered Entity's discretion and proper notice given, may immediately terminate the Business Associate Agreement and the Business Associate relationship.

1) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

d) Effect of Termination.

1) Except as provided in Sec. 7 ©, upon termination of this agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless otherwise required by law. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2) in the event Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If return or destruction of PHI is infeasible, Business Associate shall extend the protections of this agreement to such PHI and limit its further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PM.

Section 8. **Notices**

Any Notice or reports required under this contract shall be provided to the notice contact via the U.S. Mail or express courier or via facsimile, as provided below:

Business Associate

Covered Entity

Loren Zeidman
American Credit Association LLC
Farmington Hills MI 48333
Fax Number: (866) 523-0592

(Practice name)

(Authorized signature)

(Street address)

(City, State, Zip)

Designated Contact: _____

Fax Number: _____

Section 9. **Other State and Federal Privacy Laws**

- a) Regulatory References. A reference in this agreement to a section in Public Law 104-191 means the section is in effect as amended.
- b) Amendment. The parties agree to take such action as is necessary to amend this agreement from time to time, as is necessary for Covered Entity or Business Associate to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c) Survival. The respective rights and obligations of Business Associate under Section 2 and 6 of this agreement shall survive the termination of this agreement and the agreement-giving rise to the Business Associate relationship.
- d) Interpretation. Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with Public Law 104-191.
- e) State Law. The parties agree that, in the event that any state law in which the Covered Entity or Business Associate resides or performs service, contains provisions which are more restrictive than this agreement in regards to PHI, the more restrictive law or provision of this agreement will control.
- f) General. The state in which the Covered Entity resides, as noted in Section 8 will be the governing law of this agreement. This agreement and the agreement giving rise to the Business Associate relationship constitute the entire agreement and understanding between the parties. This agreement may be modified only by a written consent of the other party, which consent shall not be unreasonably withheld.
- g) Enforcement. Except as otherwise specified in this agreement, if any legal action or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this contract, each party shall bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 10. **Arbitration**

Any controversy or claim arising out of or relating to this agreement will be finally and settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except for injunctive relief as described herein Notwithstanding any rights or remedies provided for in this agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of PHI by Business Associate. The parties agree to exercise good faith in the performance of this agreement.

Section 11. **Miscellaneous**

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this agreement do not intend to create any rights in any third parties, No Change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this agreement will remain in full

force and effect. In addition, in the event either party believes in good faith that any provision of this agreement fails to comply with the then-current requirements of the HIPAA Rules, such party shall notify the other party in writing, and for a period of thirty days, the parties shall address in good faith such concern and amend the terms of this agreement, if necessary to bring it into compliance. If, after such thirty day period, the agreement fails to comply with HIPAA rules, either party may terminate this agreement upon written notice to the other party.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY

By: _____

(Please print name)

Title _____

BUSINESS ASSOCIATE

Loren Zeidman

Loren Zeidman, President