

HIPPA ASSOCIATE CONTRACT

This contract must be signed and received by Infor*Med prior to any Support call or help. Please fax signed contract to: 818/474-8544.

BUSINESS ASSOCIATE CONTRACT

Entered into Between
Infor*Med Incorporated, Sellers of SCANAWAY™ (Business Associate)
And
_____, (Covered Entity)

In Accordance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), whose purpose is to ensure the privacy of patient health information (PHI), the above parties, which have entered into a business agreement in which Infor*Med provides services to Covered Entity which may involve the use or disclosure of PHI, agree that Infor*Med Inc. has the following HIPAA obligations:

- Permitted Uses and Disclosures:** Infor*Med Inc. may use and/or disclose Protected Health Information (PHI) received from Covered Entity in order to perform functions, activities or services to, for, or on behalf of Covered Entity for developing an electronic scanning interface, technical support of SCANAWAY™ software and training in the use of SCANAWAY™ software.
- Nondisclosure:** Infor*Med Inc. shall not use or further disclose Covered Entity's PHI other than as permitted by this Agreement or as required by law.
- Safeguards:** Infor*Med Inc. shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement. Infor*Med Inc. shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Infor*Med Inc.'s operations and the nature and scope of its activities.
- Reporting of Disclosures:** Infor*Med Inc. shall report to Covered Entity any use or disclosure of PHI other than provided for by this Agreement, as soon as Infor*Med Inc. becomes aware of such use or disclosure.
- Business Associate's Agents:** Infor*Med Inc. will insure that any agents or subcontractors, to whom it provides PHI received from Covered Entity, agree to the same restrictions and conditions that apply to Infor*Med Inc. with respect to such PHI.
- Availability of Information to Covered Entity:** Infor*Med Inc. shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide access to, provide a copy of and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Regulations.
- Amendment of PHI:** Infor*Med Inc. shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill its obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations; Infor*Med Inc. shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Infor*Med Inc.
- Internal Practices.** Infor*Med Inc. shall make its internal practice, books, and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Infor*Med Inc. on behalf of Covered Entity) available to Covered Entity and to the Secretary of the US Department of Health and Human Services for purposes of determining Infor*Med's compliance with HIPAA and the HIPAA Regulations.

On Behalf of Covered Entity:

Signature

Printed Name

Date

On Behalf of Infor*Med Inc.:

Signature

Richard M. Low, MD

Printed Name

April 2004

Date