

**END USER LICENSE AGREEMENT, NOTICE AND HIPAA BUSINESS ASSOCIATE AGREEMENT**

This End User License Agreement, Notice of Privacy Practices and HIPAA Business Associate Agreement (this "Agreement") are by and between INTEGRATED Imaging, LLC d/b/a Evello Systems ("INTEGRATED") and you or your company ("User"). This Agreement sets out the terms and conditions under which INTEGRATED makes its Evello Systems information, services and products available on this web site (www.evellosystems.com) (the "Website"). For purposes of this Agreement, the term "User" means any person or entity using the Website for any purpose whatsoever including, but not limited to, the posting of information, the viewing, uploading, downloading, printing or re-distribution of any images, data or documents in any manner whatsoever. By accessing this site, the "User" agrees to all the terms and conditions set forth in this Agreement. If User is a company, acceptance of this Agreement by a person on behalf of such company constitutes acceptance by such company, and such person accepting this Agreement on behalf of such company warrants that he or she has the corporate authority to accept the Agreements on behalf of such company, and its employees and affiliates. User hereby acknowledges and agrees that INTEGRATED reserves the right to change the terms and conditions of all agreements, the products, services, prices and programs mentioned on this site at any time, at its sole discretion and without notice. INTEGRATED reserves the right to seek all remedies available to it, by law and in equity, for any violation of the terms and conditions contained herein. All rights not expressly granted herein are herein reserved.

**A. EULA****1. Definitions**

"Accounts " means any and all scanned images, forms, data files and related information that may be accessed through this Website. The term "Account" does not include logos, graphics, sounds or images on the Website related to INTEGRATED, which may only be reproduced or distributed with the express written consent of INTEGRATED.

"User" has the meaning given to it at the beginning of this Agreement.

"Appointee" shall have the meaning set forth in Section 4 (Appointment) of this Agreement.

"Website" shall mean the Evello Systems website (domain: www.evellosystems.com) and all related information services and products, including software, necessary to access and use such website.

**2. Copyright Notice**

© 2018 INTEGRATED Imaging, LLC, 419 Salem Avenue, SW, Roanoke, Virginia 24016, USA. All rights reserved.

The Evello Systems name, all information and materials appearing on this Website, including without limitation any and all web site text, web site layout, web site functionality, web site toolsets and design features, and menus are protected by U.S. and International copyright laws. Ownership of said information and materials ("the INTEGRATED Copyrighted Information") lies exclusively with INTEGRATED and its business affiliates, and except as specifically permitted, no portion of this web site or the INTEGRATED Copyrighted Information may be distributed or reproduced by any means, or in any form, without INTEGRATED's prior written permission.

Accounts have been made available to specified Users of the Website pursuant to agreements between User and any third parties, and with the understanding that such Accounts will be used solely to facilitate their business processes. INTEGRATED assumes no responsibility for the reproduction, distribution, modification or use of information in an Account.

In the event that a User of an Account or a User's third party affiliate fails to honor or violates the rights of the owner(s) of the Account or copies, or facilitates the copying of information in said Account in violation of applicable copyright laws, User shall be directly liable to the holder of the copyright for any such information of the Account and to the extent permitted by the Texas Constitution and laws of the state of Texas, shall defend, cover, hold harmless and indemnify INTEGRATED, its officers, directors, employees, agents and subcontractors from and against any claim, demand, expense, loss, or cause of action of or to third parties, including reasonable attorney's fees and costs, arising out of or relating to such conduct. To the extent permitted by the Texas Constitution and laws of the state of Texas, User shall also defend, cover, hold harmless and indemnify INTEGRATED from and against any claim, demand, expense, loss or action of or to third parties, including reasonable attorney's fees and costs, in the event that User fails to honor any other intellectual property rights owned by third parties.

The Evello Systems website, software and any technical documentation available to download from this web site are protected by U.S. and International copyright laws. Use of this website and software is governed by the terms of this Agreement. If no End User License Agreement accompanies the use of the Website and any related software, the terms of this license will govern. User will not be able to use, download, or install any software or the Website unless User agrees to the terms of this Agreement or any other license agreement as may be indicated in the respective software notices provided with the software.

### **3. License to Use Website**

Subject to compliance with all of the terms and conditions of this Agreement, INTEGRATED grants to User a non-exclusive, non-transferrable and revocable license to access, view, print and distribute any Account 's information on the Website, including but not limited to the scanned images, forms, data, files and information of an Account that User is authorized to access, subject to the following terms and conditions:

1. User shall comply with all laws, regulations and customary practices of the jurisdiction in which User resides or conducts business, as well as all applicable federal laws and regulations ("the Project Jurisdiction").
2. Access codes, including user names and passwords, are for the benefit of the original recipient of the access codes, shall be kept strictly confidential, and shall not be disclosed to anyone without the express prior written consent of INTEGRATED, except as expressly provided herein. The User may, however, give access codes to their clients, employees and third party affiliates to enable access to the User's site for the purpose of working, viewing and printing, in accordance with Section 4 of this Agreement.
3. The delivery of information between Users, clients and third party affiliates within an Account, or related information to User or any third party recipient in any way from the Website constitutes a non-exclusive limited license to use said Account or related information only for the specific purpose for which the User originally gave such third party access to said Account and its contained information.
4. By agreeing to the terms and conditions of this Agreement, User hereby acknowledges that INTEGRATED does not offer or provide professional services relating to the business of User requiring professional certification, and in no way warrants or represents to public or private Users the viability, quality, accuracy or soundness of any Account or other information that may be accessed through the Website. If User requires professional services relating to an individual Account, or other professional assistance, the services of a competent professional person should be sought.
5. INTEGRATED shall not be liable for the quality, soundness, accuracy or viability of any information appearing on the Website.
6. The User is responsible for any updates, revisions, addenda, or amendments to the original Account information that may reflect any changes subsequent to activation of the original Account. The User acknowledges that User is responsible for obtaining and updating all Account information at any time,

and from time to time. To the extent permitted by the Texas Constitution and laws of the state of Texas, User agrees to hold INTEGRATED harmless and to indemnify INTEGRATED from any claims, damages, losses or expenses whatsoever, including reasonable attorney's fees and costs arising out of or resulting from User's failure to obtain, submit and view all Account documents and data, including but not limited to updates, revisions, addenda or amendments to the original Account information.

#### **4. Appointments**

You may appoint individuals within your organization or other third parties to use and administer various functions of the Website ("Appointees"), as applicable. Notwithstanding anything to the contrary set forth in Section 5 (Access Codes) of the Agreement, you may, if applicable, provide to Appointees specific Access Codes for the sole purpose of enabling such Appointee to administer various functions of the Website in accordance with the terms of this Agreement. You are solely responsible for all acts or omissions of Appointees in connection with the Website, regardless of whether INTEGRATED, at User's request, sets up Access Codes for Appointees.

#### **5. Access Codes**

To gain access to and use the Website, you will be required to create a log-in ID and password ("Access Code"). You are responsible for all activity occurring under your Access Code, and you must keep your Access Code confidential and not share your Access Code with third parties. INTEGRATED has no obligation or responsibility with regard to your use, distribution, disclosure, or management of Access Code. Notwithstanding the foregoing, INTEGRATED may require you to change your Access Code if such Access Code is inconsistent with the terms of this Agreement.

#### **6. Warranties and Disclaimers; Liability Limitations**

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN USER AND INTEGRATED, ALL INFORMATION AND SOFTWARE ON THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

INTEGRATED WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO PROTECT THE PRIVACY AND INTEGRITY OF THE ACCOUNTS, AND TO PROTECT AGAINST THEFT, UNAUTHORIZED REPRODUCTION OR LOSS OF ANY ACCOUNTS THAT USERS ARE UTILIZING; HOWEVER, USERS ACKNOWLEDGE AND AGREE THAT INTEGRATED CANNOT GIVE ANY WARRANTIES IN THIS RESPECT.

INTEGRATED ASSUMES NO RESPONSIBILITY (1) FOR ERRORS OR OMISSIONS IN THE INFORMATION OR SOFTWARE OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEB SITE OR (2) FOR INTERRUPTIONS IN SERVICE.

NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY AND WITHOUT LIMITING ANY OTHER DISCLAIMERS OR THE LIKE HEREIN, IN NO EVENT SHALL INTEGRATED, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "INTEGRATED PERSONS") BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO THE FOLLOWING: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) COSTS OF REPLACEMENT GOODS, (3) THEFT OF DATA OR LOSS OF USE, DATA, OR PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) USE OR ACCESS BY USER OF THE WEBSITE, INCLUDING WITHOUT LIMITATION THE ACCURACY OR LAWFULNESS OF ANY INFORMATION OR CODING OF INFORMATION ENTERED OR ACCESSED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION, WHETHER SUCH INFORMATION OR CODING COMPLIES WITH APPLICABLE REGULATIONS, (6) ANY FAILURE BY USER OR APPOINTEES TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION, AND (7) ANY THEORY OF

LIABILITY, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE USE OF ACCOUNTS AND DATA OR INFORMATION OR THE PERFORMANCE OF THIS WEBSITE, IN EACH CASE REGARDLESS OF WHETHER OR NOT INTEGRATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER, INCLUDING ANY APPOINTEES, TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, SHALL HEREBY INDEMNIFY AND HOLD HARMLESS INTEGRATED PERSONS AGAINST ANY SUCH LIABILITIES OR DAMAGES OR CLAIM THEREFOR, INCLUDING ATTORNEY'S FEES AND EXPENSES ASSOCIATED WITH ANY SUCH DAMAGES, EXPENSES OR LIABILITIES OR ANY CLAIM, INVESTIGATION OR LEGAL ACTION REGARDING SAME.

USER ACKNOWLEDGES THAT INTEGRATED IS ACTING SOLELY AS A CONDUIT TO FACILITATE DISTRIBUTION OF THE ACCOUNT AND RELATED INFORMATION BETWEEN THE USER AND THIRD PARTY RECIPIENTS OF THE ACCOUNT. THIS WEB SITE COULD INCLUDE TECHNICAL OR OTHER INACCURACIES. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN, HOWEVER, USER HEREBY ACKNOWLEDGES THAT INTEGRATED MAKES NO COMMITMENT AND HAS NO OBLIGATION TO UPDATE MATERIALS ON THIS SITE.

SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS, LIMITATIONS AND DISCLAIMERS AS SET FORTH ABOVE. HOWEVER, IN SUCH EVENT, SUCH EXCLUSIONS, LIMITATIONS AND DISCLAIMERS SHALL BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT ALLOWED BY LAW.

**INTEGRATED'S TOTAL CUMULATIVE LIABILITY TO THE USER, FOR ANY REASON, SHALL BE LIMITED TO SOLELY THE AMOUNT OF THE CURRENT ANNUAL FEE CHARGED BY INTEGRATED TO THE USER FOR ACCESS.**

**7. Products and Services Availability**

The Website can be accessed from countries around the world and may contain references to INTEGRATED services, programs, and products that have not been announced in your country. These references do not imply that INTEGRATED intends to announce such services, programs, or products in your country.

INTEGRATED will make commercially reasonable efforts to make sure that the Website is operational and running 24 hours a day, 7 days a week. However, User acknowledges that the Website availability may sometimes be interrupted by: weather events (acts of God), hardware and software problems (whether internal to INTEGRATED or third party providers), and software and hardware upgrades, installations and maintenance, as well as many other unforeseen possibilities. INTEGRATED will make commercially reasonable efforts to keep the Website up and running and in the event that the Website is not operational in whole or in part, INTEGRATED will make commercially reasonable efforts to restore full operation of the Website promptly. USER, HOWEVER, ACKNOWLEDGES THAT IN NO EVENT SHALL INTEGRATED BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM THE EVELLO SYSTEMS WEBSITE BEING UNACCESSIBLE FOR ANY AMOUNT OF TIME FOR ANY REASON.

## **8. Pricing**

User agrees to pay fees and costs for use of the Website in accordance with the invoices generated by and between User and INTEGRATED. Invoices for use of the Website will be billed to User at the address provided by User, and User agrees to notify INTEGRATED with respect to any changes in the billing address.

Payments are due within 30 days from the date of the invoice. Should User fail to remit payment of any invoice within 30 days of the date of the invoice, INTEGRATED reserves the right to immediately and without notice restrict or terminate access to the Website until such time as payment is made, or to terminate this Agreement and the services provided through the Website. In the event access to the Website is restricted for nonpayment, or this Agreement is terminated for non-payment, User agrees to hold harmless and release INTEGRATED from and against any and all claims, damages, costs, fees, expenses, loss of business or business interruption suffered by User as a result of the restriction of access or termination of this Agreement.

## **9. Submissions**

Users of Accounts are provided with access to the Website for the purposes of assembling and uploading data and information to a particular Account or Accounts on the Website. It is the sole responsibility of the User to ensure that such submissions are directed to the correct Account(s), the correct area of display and that access codes and passwords are distributed only to appropriate Users and Appointees . INTEGRATED shall not be liable for any errors, omissions, inaccuracies, delays, personnel, software, equipment or communications malfunctions related to the submission or revision of Account information.

INTEGRATED may, but is not obligated to, review or monitor areas on the Website where Users may transmit or post communications, including message bulletin boards, chat rooms, and user forums. INTEGRATED is not responsible for the accuracy of any information, data, opinions, advice, or statements transmitted or posted on message bulletin boards, chat rooms, and user forums.

The User and all Appointees are prohibited from posting or transmitting to or from the Website any libelous, obscene, defamatory, pornographic, or any other materials that would violate any applicable laws. INTEGRATED cannot, and does not, review or evaluate material posted to its website by users, other than to insure compliance with the terms of this agreement regarding technical performance. **IF SUCH INAPPROPRIATE POSTINGS OR COMMUNICATIONS DO OCCUR INTEGRATED WILL HAVE NO LIABILITY RELATED TO THE CONTENT OF ANY SUCH COMMUNICATIONS.**

## 11. Restrictions

In connection with your access or use of the Website, you agree not to:

- (a) modify, port, adapt, translate, reverse engineer, decompile, disassemble the Website or any of the source codes of the Website, or attempt to discover any of such source codes.
- (b) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer, property or information;
- (c) use the Website in any manner that could damage, disable, overburden, or impair any INTEGRATED server, or the network(s) connected to any server or interfere with any other party's use and enjoyment of the Website;
- (d) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any INTEGRATED server or to the Website, through hacking, password mining, or any other means;
- (e) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website;
- (f) host, on a subscription basis or otherwise, the Website, including any related application, (i) to permit a third party to use the Website to create, transmit, or protect any content, or (ii) to conduct conferences, online meeting services, or training sessions for a third party;
- (g) engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;
- (h) disclose, harvest, or otherwise collect Accounts or related information, including e-mail addresses, or other private information about any third party without that party's express consent;
- (i) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited e-mail or duplicative messages;

U) sell, lease, or rent access to or use of the Website, or otherwise transfer any rights to use the Website under this Agreement (including without limitation, on a timeshare or service bureau basis);

(k) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or

(l) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

## **12. Linking to INTEGRATED's Evello Systems Website**

INTEGRATED may permit Users to link to the Evello Systems Website subject to the party being linked ("Linker") complying with the following terms and conditions:

A site that links to the Lauris Online Website:

1. May link to, but not replicate, content contained in INTEGRATED 's site;
2. Must not create a border environment or browser around content contained in INTEGRATED's site;
3. Must not present misleading or false information about INTEGRATED's services or products;
4. Must not misrepresent INTEGRATED's relationship with the Linker;
5. Must not imply that INTEGRATED is endorsing or sponsoring the Linker or the Linker's services or products;
6. Shall not use any INTEGRATED Copyrighted Information, or any INTEGRATED or Evello Systems trademarks, logos, or trade dress without prior written permission from INTEGRATED;
7. Shall not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate;
8. Shall not contain materials that would violate any applicable laws;
9. Shall agree that the link may be removed at any time upon INTEGRATED's request pursuant to INTEGRATED's reserved rights to rescind its consent to allow the link.

## **14. Third-Party Products and Services**

The Website may contain mention of or provide use of third-party products and services for informational purposes. INTEGRATED makes no recommendations or endorsements about third-party products and services. References to or the presence of third-party services and products are provided by INTEGRATED "as is" without warranty of any kind, either express or implied.

## **15. Security Measures**

The following security measures are in effect to protect the integrity and use of the Website and Accounts:

- Encrypted URL with restricted access to authorized users employing 128 bit Secure Socket Layer (SSL) Encryption

- User administrative ability to restrict access to particular groups of documents using different document classifications and security categories
- Comprehensive audit trail of users and their activities with respect to Accounts and the Users who have access to those Accounts
- Customizable levels of security access to User's Account(s) - User's administrator decides how they want to qualify Users or Appointees before granting access to Accounts

Additionally, the Website is hosted at a Top Tier Data Center named Cybercon.com in St. Louis, MO with the following in security safeguards in place:

- Redundant multi-gigabit bandwidth access provided by AT&T, MCI, Qwest and Level 3 to ensure quality up-time
- 100% Cisco Server Network with qualified Disaster Recovery redundant back-up procedures in place
- Triple power feeds into the Data Center with back-up 1500 KVA ONAN Diesel Generators and MGA uninterruptible power supplies (UPS)
- 5 tier levels of 24x7x365 building and access security including the latest in automated electronic security

User acknowledges that the foregoing are reasonable and adequate security measures with respect to the Website and the Accounts.

## **16. Export Control Laws**

Software available on the Website is subject to United States export controls. No software from this site may be downloaded or otherwise exported or re-exported: (1) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, or any other country to which the United States has embargoed goods; or (2) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial and Prohibition Orders; or (3) except in compliance with applicable law and regulations.

By downloading or using software from this site, User agrees to the foregoing and all applicable export control laws. User also warrants that User is not under the control of, located in, or a resident or national of any such country or on any such list.

The information on export laws provided herein is not necessarily complete. For more information on export laws, please refer to 15 C.F.R. §736, 738, 744, 746, or telephone the United States Commerce Department, Bureau of Export Administration at (408) 998-7402, (202) 482-2440, or (202) 482-4811.

INTEGRATED makes no representation that the Accounts or other information appearing on the Website are appropriate or available for use in all countries, and prohibits accessing materials from territories where its contents are illegal. Users who access this site do so on their own initiative and are responsible for compliance with all applicable laws.

## **17. United States Government Rights**

All INTEGRATED products and publications are commercial in nature. The software, publications, and software documentation available on this web site are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-

7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. Pursuant to 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, INTEGRATED's publications, commercial computer software, and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation, and the terms and conditions herein.

## **18. Notice of Civil/Criminal Penalties**

Introducing or attempting to introduce any electronic information into this database with the intention of altering, deleting or removing information contained herein that is not associated with your company or the company you legally represent is a violation of both state and federal law. Additionally, accessing the information without authorization, or exceeding your level of authorized access to the information, is also a violation of both state and federal law. The above described acts may subject you to civil monetary damages, criminal penalties, or both.

### **B. Notice of Privacy Practices**

The following Notice is hereby provided:

**I. THIS NOTICE DESCRIBES HOW YOUR CLIENT'S NONPUBLIC PROTECTED HEALTH INFORMATION MAY BE COLLECTED, USED AND DISCLOSED BY US, AND HOW YOU CAN GET ACCESS TO THE INFORMATION WE HAVE ABOUT THEM; PLEASE REVIEW IT CAREFULLY**

**II. WE RECOGNIZE THAT WE HAVE A LEGAL DUTY UNDER OUR BUSINESS ASSOCIATE AGREEMENT WITH YOU, THE USER, TO PROTECT YOUR CLIENT'S IDENTIFIABLE HEALTH INFORMATION WHEN IT IS POSTED BY YOU TO OUR WEB BASED SERVICE.**

We are required to comply with all of the terms described in the current version of this Notice of Privacy Practices.

#### **111. HOW WE OBTAIN INFORMATION**

We collect information about your client's only when you place said information in our trust for the purposes of uploading the information to our electronic website.

## **IV. HOW WE MAY USE AND DISCLOSE YOUR CLIENT'S HEALTH INFORMATION**

### **A. USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION**

INTEGRATED collects your client's health information from you and may store it in a paper file, on a computer or a server. Except as outlined below, we will not use or give out patient identifiable information about your clients to anyone other than you or them, for any purpose unless they have provided written authorization .

1. We may provide access to your, or your client's patient identifiable information to our HIPAA compliant business associates in the regular performance of related business processes. We may also provide information about you or your clients to our accountants, attorneys, consultants and others in order to make sure we are complying with the laws that affect us. In each of these instances we will require that our business associates execute a business associates agreement (BAA), under which they commit to the same level of protection of your clients PHI as INTEGRATED has done under its BAA with you as a user.
2. When required by federal, state or local law, judicial or administrative proceedings or law enforcement. For example, we would have to give out your client's information (PHI) when the law requires that we report information to government agencies and law enforcement personnel in response to a subpoena, when ordered by the court or in response to a court authorized discovery request.
3. For specific government functions. We may, when required by law, give your client's information to correctional institutions and law enforcement in custodial situations. We may also give your client's information pursuant to order for national security or intelligence activities.

## **B. DISCLOSURES THAT REQUIRE YOUR AUTHORIZATION**

Before we use or disclose your client's patient identifiable health information for any reason other than those reasons listed above, we will obtain your written authorization. If you authorize us to use or disclose any information, you can revoke this authorization by notifying INTEGRATED Imaging in writing.

## **V. YOUR CLIENT'S HEALTH INFORMATION RIGHTS**

### **A. THE RIGHT TO REQUEST LIMITS ON HOW WE USE AND DISCLOSE YOUR CLIENT'S HEALTH INFORMATION**

You have the right to ask that we limit how we use and give out your client's information.

### **B. THE RIGHT TO CHOOSE HOW WE SEND YOUR CLIENT'S INFORMATION TO YOU**

You have the right to ask that we send information to you at an alternate address. You can also ask that it be sent by alternate means. For example, you can ask that we send information by fax instead of regular mail or email. We will agree to your request if we can easily provide it in the format you request.

### **C. THE RIGHT TO SEE AND GET COPIES OF YOUR CLIENT'S HEALTH INFORMATION**

At all times, you have the right to look at or get copies of your client's health information that we have through your access to the website. Requests for information in any other form must be on the appropriate form and signed by you or your client or their legally authorized representative. Such requests for information may have applicable fees and charges.

### **D. THE RIGHT TO GET A LIST OF WHO WE HAVE GIVEN YOUR INFORMATION TO**

You have the right to get a list of certain instances in which we have given out your client's health information after April 14, 2005.

### **E. HOW TO MAKE REQUESTS**

To make requests under Section V. A through D, complete the appropriate form available from the contact office of INTEGRATED Imaging and send it to the address indicated at the beginning of this notice.

### **F. THE RIGHT TO GET THIS NOTICE**

You have the right to get a copy of this notice by e-mail at any time.

## **VI. PROCEDURES TO MAINTAIN CONFIDENTIALITY AND SECURITY**

INTEGRATED restricts access to your client's health information to those employees who need to have access to that information to provide products or services to you. We maintain physical, electronic and procedural safeguards to the best of our ability that comply with applicable law.

## **VII. CHANGES TO THE POLICY**

If our privacy policy should change at any time in the future, we will promptly change, post and distribute the new notice. We reserve the right to apply any changes to our privacy policy or this notice to all of the protected health information that we maintain, including information collected before the date of the change, provided you give your consent to the changes and/or continues to utilize our services after you have been provided notice of changes in this notice of privacy practices

## **VIII. COMPLAINTS**

If you think that we may have violated your privacy rights or you disagree with a decision we made about your client's health information, you may file a complaint with the office listed in Section X. You also may send a written complaint to the Secretary of the Department of Health and Human Services in Washington, D.C. We will take no action against you if you file a complaint about our privacy practices.

## **IX. PROTECTIONS APPLY TO FORMER CLIENTS**

INTEGRATED does not destroy electronic back-ups of information about your client's when you terminate your use of our services. However, the policies and procedures outlined in this notice continue to apply to protect the information of our former clients.

## **X. OFFICE TO CONTACT FOR INFORMATION ABOUT THIS NOTICE**

If you have any questions about this notice or any complaints about our privacy practices, please contact:

INTEGRATED Imaging, LLC

419 Salem Avenue

Roanoke, VA 24016

540-342-3669

## **XI. EFFECTIVE DATE OF THIS NOTICE**

This notice goes into effect on April 14, 2005. To the extent state privacy laws apply, those state laws might impose higher privacy standards under which INTEGRATED is required to operate.

### C. BUSINESS ASSOCIATE AGREEMENT

**WHEREAS**, User (or "COVERED ENTITY" for purposes of this Section of this Agreement) may provide mental health and/or counseling services and maintains certain confidential protected health information ("PHI") and records in written and electronic form concerning its clients;

**WHEREAS**, INTEGRATED (or "BUSINESS ASSOCIATE" for purposes of this Section of this Agreement) provides, via its wholly owned subsidiary Lauris Online, Internet-based case management services to mental health clinicians and the counseling services industry and has agreed to provide use of the Lauris Online case management system to COVERED ENTITY, including the Lauris web-based electronic medical record system designed for the behavioral health care industry, which gives secure access to this system, providing software toolsets that assist COVERED ENTITY in performing such functions as client management, staff management, client assessments, processing and archiving client assessments, billing processes, treatment notes and reporting functionality (collectively the "**Services**");

**WHEREAS**, COVERED ENTITY and BUSINESS ASSOCIATE are committed to conducting all of their business in compliance with all applicable federal, state and local statutes, regulations, rules and policies, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 privacy rule and regulations enacted under its mandate, including all changes and amendments of HIPAA Privacy and Security Rules caused by the enactment of the Health Information Technology for Economic and Clinical Health Act ("HITECH") as part of the American Recovery and Reinvestment Act of 2009 and relevant rules and regulations (collectively "**the HIPAA rules**");

**WHEREAS**, in the course of the performance of the Services, BUSINESS ASSOCIATE, and its shareholders, directors, officers, and employees, sub-contractors, and agents (the "**Agents**"), will be provided with access to individually identifiable health information, including demographic information, collected from individuals, or otherwise created or received by COVERED ENTITY which relates to the past, present or future physical or mental health or condition of such individuals, the provision of health care to such individuals, or the past, present, or future payment for the provision of health care to an individual, which information identifies such individuals or with respect to which there is a reasonable basis upon which to believe that the information can be used to identify such individuals (collectively, the "**Protected Health Information**" or "**PHI**");

**WHEREAS**, Business Associate may also be provided access to electronic PHI ("**EPHI**"), as defined in HIPAA, in the course of performing the Services; and

**WHEREAS**, COVERED ENTITY is willing to provide BUSINESS ASSOCIATE and its Agents with access to PHI and EPHI such that BUSINESS ASSOCIATE can perform the Services, provided BUSINESS ASSOCIATE executes and complies with this Agreement, as required by the HIPAA Rules:

1. Definitions. Capitalized terms herein shall have the specific meaning assigned within this Agreement or, if no meaning is assigned herein, the meaning set forth in HIPAA.
2. Permitted and Required Uses and Disclosures. BUSINESS ASSOCIATE agrees to use and/or disclose PHI and EPHI received from, or created or received on behalf of, COVERED ENTITY only as is necessary for the purpose of adequately rendering the Services for COVERED ENTITY, except as herein otherwise permitted.
3. General Privacy and Security Compliance. BUSINESS ASSOCIATE shall maintain and safeguard the privacy, security and confidentiality of all PHI and the confidentiality, availability, and integrity of all EPHI received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, in

connection with the provision of the Services, in accordance with the provisions of HIPAA, as amended, and in accordance with all applicable federal, state and local statutes, regulations and policies regarding the confidentiality of health information.

4. Privacy and Security Obligations. As required by HIPAA and/or HITECH, BUSINESS ASSOCIATE will:

- a. Not use or further disclose PHI or EPHI other than as permitted or required by this Agreement and HIPAA, for performance of the Services;
- b. Use appropriate safeguards to prevent the use or disclosure of PHI and EPHI other than as permitted or required by this Agreement and HIPAA for performance of the Services, or as required by law;
- c. Use administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of EPHI;
- d. Promptly report to COVERED ENTITY any use or disclosure of PHI not permitted or required by this Agreement for performance of the Services, or as required by law, or any Security Incident regarding EPHI, as contemplated in HIPAA, of which BUSINESS ASSOCIATE becomes aware;
- e. Notify COVERED ENTITY in the event BUSINESS ASSOCIATE discovers an unauthorized acquisition, access, use or disclosure (collectively "Breach") of Unsecured PHI ("PHI") by any person, including employees and Agents of BUSINESS ASSOCIATE, except where: (i) such Breach was by an employee or person acting under the authority of BUSINESS ASSOCIATE and was unintentional, made in good faith and within the course of employment, and the information was not further acquired, accessed, used or disclosed, or (ii) an inadvertent disclosure was made by an individual otherwise authorized to access PHI at a facility operated by BUSINESS ASSOCIATE to another individual at the same facility and the information was not further acquired, accessed, used or disclosed; such notification to include the identity of each individual whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and shall be made without unreasonably delay, but in no case later than sixty (60) calendar days after discovery.
- f. Be responsible for demonstrating that such notification to COVERED ENTITY was properly made in light of the fact that any Breach is considered "discovered" as of the first day on which such Breach becomes known to BUSINESS ASSOCIATE, including any person (other than the individual committing the breach) that is an employee, officer or agent of BUSINESS ASSOCIATE, or the first day upon which the BUSINESS ASSOCIATE should have known of the Breach;
- g. Ensure that any Agents, including subcontractors of BUSINESS ASSOCIATE or of any Agent, if any, to whom BUSINESS ASSOCIATE or COVERED ENTITY provides PHI or EPHI received from, or created or received by the BUSINESS ASSOCIATE on behalf of, COVERED ENTITY agree in writing to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such PHI and EPHI;
- h. Make available to COVERED ENTITY, PHI and/or EPHI for inspection and copying in accordance with Section 164.524 of HIPAA (45 CFR 164.524) or for electronic transmission as contemplated in HITECH where BUSINESS ASSOCIATE or COVERED ENTITY maintains an Electronic Health Record ("EHR");

- i. Make available to COVERED ENTITY, PHI for amendment and incorporate any amendments to PHI, if appropriate, in accordance with Section 164.526 of HIPAA (45 CFR 164.526);
- j. Make available to COVERED ENTITY information in its possession required to provide an accounting of disclosures to participants in accordance with Section 164.528 of HIPAA (45 CFR 164.528), including accountings of disclosures made through an EHR as and if applicable in accordance with relevant rules and regulations;
- k. Make BUSINESS ASSOCIATE's internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to the Secretary of Health and Human Services ("HHS") for purposes of determining COVERED ENTITY's compliance with HIPAA and advise COVERED ENTITY immediately upon receipt of any such request;
- l. At termination of this Agreement, extend the protections of this Agreement to the PHI and EPHI which will be retained by BUSINESS ASSOCIATE and limit further uses and disclosures to those purposes authorized by the HIPAA rules and this agreement. BUSINESS ASSOCIATE will use commercially reasonable efforts to insure that in the event of sale or dissolution of BUSINESS ASSOCIATES business all PHI will be destroyed or arrangements will be made, and agreements will be entered into, to insure that any successor assumes the same obligation to comply with the HIPAA rules as the BUSINESS ASSOCIATE has accepted under this agreement;
- m. Limit BUSINESS ASSOCIATE'S uses and disclosures of PHI and EPHI in the course of providing the Services to the Minimum Necessary amount of such information to appropriately provide the Services;
- n. Comply with the Administrative, Physical and Technical Safeguards and Policies, Procedures and Documentation Requirements of the HIPAA Security Rule, among other requirements;
- o. Restrict, to the extent requested by COVERED ENTITY, the disclosure of a patient's PHI or EPHI to the uses set forth in this agreement which have been disclosed to and agreed to by the patients,, through the provision to each patient of a copy of the covered entities Notice Of Privacy Practices which details the permitted uses of the patients PHI.
- p. Not directly or indirectly charge or receive remuneration for the exchange of any patient identifiable PHI or EPHI of an individual unless COVERED ENTITY has obtained from the individual and provided a copy to BUSINESS ASSOCIATE, in accordance with Section 164.508 of HIPAA (45 CFR. 164.508), a valid Authorization that includes a specification of whether the PHI or EPHI can be further exchanged for remuneration by the entity receiving PHI or EPHI of that individual, subject to regulations promulgated by HHS; except that this prohibition shall not apply if the purpose of the exchange is for:
  - (i) public health activities;
  - (ii) research, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
  - (iii) treatment of the individual;
  - (iv) Healthcare Operations (as set forth in Section 164.501 of HIPAA, 45 CFR 164.501(iv) (6));

- (v) remuneration that is provided by COVERED ENTITY to BUSINESS ASSOCIATE for activities involving the exchange of PHI or EPHI that BUSINESS ASSOCIATE undertakes pursuant to this Agreement; or
  - (vi) providing an individual with a copy of the individual's PHI or EPHI;
  - (vii) using de-identified data derived from patient identifiable PHI for statistical analysis by the Business Associate and other commercial entities that aggregate de-identified patient information for quality assurance, public health and commercial purposes: and
- p. Limit any communications on behalf of COVERED ENTITY about a product or service that encourages recipients to purchase or use the product or service unless such communication is made pursuant to a written agreement between COVERED ENTITY and BUSINESS ASSOCIATE. Further, any written fundraising communication that is made as a part of COVERED ENTITY'S Healthcare Operations shall, in a clear and conspicuous manner, provide an opportunity for the recipient to elect not to receive any further such communication
5. Other Uses and Disclosures. Unless otherwise expressly limited by this Agreement, BUSINESS ASSOCIATE may also:
- a. Use PHI and EPHI for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE;
  - b. Disclose PHI and EPHI for the proper management and administration of BUSINESS ASSOCIATE, provided that such disclosures are required by law or that BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the PHI and EPHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to that person; and that the person to which it is disclosed will notify the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the PHI and EPHI has been breached; and
  - c. Use PHI and EPHI to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B).
6. Obligations of COVERED ENTITY.
- a. COVERED ENTITY shall notify its PATIENTS and BUSINESS ASSOCIATE of its privacy practices and restrictions as follows:
    - (i) Provide BUSINESS ASSOCIATE with a Notice of Privacy Practices that COVERED ENTITY produces in accordance with 45 CFR 164.520, and distributes to its patients, as well as any changes to such Notice;
    - (ii) Provide BUSINESS ASSOCIATE with any changes in or revocation of permission by any individual to use or disclose PHI if such changes may affect BUSINESS ASSOCIATE'S permitted and required uses and disclosures under this Agreement; and
    - (iii) Notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of PHI that COVERED ENTITY may agree to in accordance with Section 164.522 of

HIPAA, if such agreement may affect BUSINESS ASSOCIATE'S permitted or required uses and disclosures under this Agreement.

- b. COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI or EPHI in any manner that would not be permissible under HIPAA if done by COVERED ENTITY.
  - c. COVERED ENTITY shall be solely responsible for making any decisions regarding, and for all administrative actions concerning, the exercise of any individual's rights, under Sections 164.524 through 164.528 of the HIPAA rules.
7. De-Identification. Notwithstanding anything herein to the contrary, BUSINESS ASSOCIATE may store, analyze, access and use components of PHI and EPHI that have been "De Identified" as defined by the HIPAA rules, and that do not contain individually identifiable health information, provided that any such use is then consistent with applicable law.
8. Breach of Agreement: Termination.
  - a. In the event that either party becomes aware of an act or omission of the other party that constitutes a material breach or violation of the parties' obligations under this Agreement, which breach is not cured within fifteen (15) days after notice is provided to the breaching party, this Agreement may be terminated by the non-breaching party for cause. Further, if in the non-breaching party's discretion, more than one breach occurs which constitutes a pattern or practice of conduct or breach of the Agreement by the breaching party, the non-breaching party may terminate this Agreement immediately without prior notice or cure period.
  - b. If, upon breach of this Agreement by either party, it is not feasible, in the opinion of the non-breaching party to terminate this Agreement, the non-breaching party shall notify HHS of such situation.
9. Re-Negotiation. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, regulations promulgated pursuant to HIPAA.
10. Breach Notification. In complying with the obligations set fourth in paragraph 4, sub-paragraph (e):
  - a. Business Associate shall use appropriate safeguards, and, as of September 23, 2013, comply, where applicable, with the HIPAA Security Rule with respect to Electronic Protected Health Information (EPHI), to prevent use or disclosure of the information other than as provided for by this Agreement.
  - b. Business Associate will mitigate any harmful effect of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
  - c. Business Associate will immediately report to Covered Entity: (i) any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware in accordance with 45 CFR §164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C) .
  - d. Business Associate will notify the Covered Entity within ten (10) days after Business Associate's Discovery of any incident that involves an unauthorized acquisition, access, use, or disclosure of Protected Health Information; even if Business Associate believes the incident will

not rise to the level of a Breach. Business Associate agrees that such notification will meet the requirements of the HIPAA Breach Notification Rule set forth in 45 CFR §164.410. Business Associate will provide to the Covered Entity the names and contact information of all individuals whose Protected Health Information was or is believed to have been involved, all other information reasonably requested by the Covered Entity to enable the Covered Entity to perform and document a risk assessment in accordance with the HIPAA Breach Notification Rule with respect to the incident to determine whether a Breach occurred, and all other information reasonably necessary to provide notice to Individuals, the Department of Health and Human Services and/or the media in accordance with the HIPAA Breach Notification Rule. In the event of an incident that is required to be reported under this Section III Upon making such disclosure to the covered entity Business associate shall have fulfilled its obligation under this agreement regarding breach notification to any individuals whose PHI or EPHI has, or may have been involved in any breach of the privacy and security provisions of this agreement.

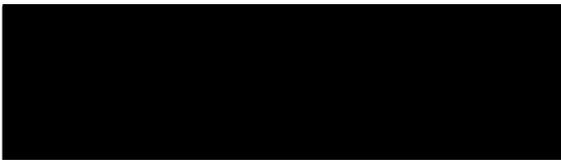
e. In accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2), Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate, agree to the same restrictions and conditions, in writing, that apply through this Agreement to Business Associate with respect to such Protected Health Information, including but not limited to the extent that subcontractors create, receive, maintain, or transmit Electronic Protected Health Information on behalf of the Business Associate, it will require the subcontractors to comply with the HIPAA Security Rule.

#### **D. MISCELLANEOUS PROVISIONS**

- a. This Agreement shall not be assignable by either party without the other's prior written consent. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, and any successor to the operations and business of the parties whether by operation of law or otherwise.
- b. All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage pre-paid, addressed to the party for whom it is intended at its of his address as first set forth above. Any address for the giving of notice may be changed by giving notice to that effect to the other party. Each such notice shall be deemed to have been given on the date of its receipt by the party for whom it was intended.
- c. If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.
- d. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter hereof, and supersedes all other agreements and understandings, written and oral, relating to the subject matter hereof.
- e. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by a writing executed by both of the parties hereto or, in the case of a waiver, by the party waiving compliance.
- f. The waiver of any one breach shall not be construed as a waiver of any rights or remedies with respect to any other breach or subsequent breach.
- g. Any provision of this Agreement which by its terms is intended to survive the termination or expiration of this Agreement shall so survive.

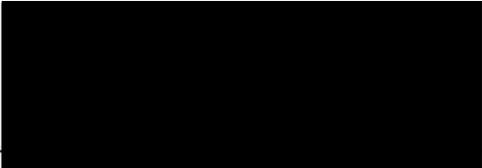
- h. This Agreement, including its enforcement and all matters relating to User's access to, or use of, the Website, or any dispute related to the foregoing, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law. The exclusive venue for any legal action related to this Agreement or the foregoing matters or dispute shall be courts located in the Travis County, Texas, to whose jurisdiction the User and Appointees do submit. In the event of any breach by this Agreement by User (or its Appointees) or in the event INTEGRATED is the prevailing party in any dispute arising from or related to this Agreement or the Website, User and its Appointees shall reimburse INTEGRATED for its attorney's fees and other related expenses.

Executed by: **Integrated Imaging Representative:**



Charles T. Hawthorne, President

**"User" Representative:**

Signature: \_\_\_\_\_

Name: Camille Cain

Company: Texas Juvenile Justice Department

Date: 8/23/2019