



## Account Registration Form

<b>Business Name:</b>					
<b>Contact Name:</b>					
<b>Street Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Main Number:</b>					
<b>Fax Number:</b>					
<b>e-mail:</b>					
<b>Your Practice Management System Software:</b>					

This agreement sets forth the terms under which 4PatientCare will provide the above named subscriber with practice enhancement services including voice, email, web, and/or postal patient communication services, which may include but are not limited to appointment reminders, recalls, notifications, and web scheduling. Please note the terms are applicable to any initial period as well as during regular subscriptions. This document constitutes the entire agreement between 4PatientCare and the subscriber unless amended by a subsequent written, signed agreement between the two parties.

*Initial term 1 year, intended start date*                      (date).

Item	Qty.	Description	Unit Price	Extended Price
1		Activation Fees per Provider (one time)		
2		Package            Minutes Included            Additional:            /min/month		
3		Patient Web Scheduler	\$19.95	

### Terms of Service

1. *The software and authorized use:* 4PatientCare will provide the subscriber with service, which will be accessible to the subscriber's client via the telephone using speech recognition and in parallel using touch-tones. 4PatientCare will host the service on 4PatientCare servers or commercial servers as we may choose. Outbound calls will be charged "if successful", which means that an outbound call was answered by a person, or answering machine. A reporting fee will be charged for disconnected numbers. "Unsuccessful calls" are "no answer" or "busy signals". Unsuccessful calls will be retried at reasonable intervals, subject to constraints of then current callback volume. The subscriber will only be charged for successful calls.
2. *Confidentiality:* Neither party to this agreement will reveal confidential information to any third party or to any employees who do not have a "need-to-know" by virtue of their job function. Confidential information shall include, for example, and without limitation, the information entered by the subscriber for this service. 4PatientCare technical, financial, and marketing information, including system use information provided to the subscriber.
3. *Usage by subscriber:* Subscriber may use this service during the Term of this agreement to assist in appointment reminders, confirmation, recalls, and similar activities, provided, however that the system will not be relied upon for critical reminders, alarms and the like where a system failure could cause costly, fatal or otherwise serious damage or injury. The Parties recognize that computer systems may fail for reasons out of the control of 4PatientCare, including, but not limited to, internet traffic, condition of telephone or cable lines, and condition of subscriber's equipment. Accordingly subscriber agrees that it will back up the data it enters into or is generated by the system and that 4PatientCare is and will not be liable for any loss there of.
4. *Patient Privacy:* 4PatientCare is committed to keeping your patient confidential information secure. This commitment allows us to collect and to communicate information used to assist healthcare providers, and patients in facilitating better medical care to our customers. 4PatientCare has developed this Privacy Policy to explain how we will protect your privacy and your confidential information. 4PatientCare complies with all applicable federal and state laws and regulations regarding the privacy and confidentiality of all patient and physician information. In this regard, 4PatientCare's utilization of personal information is limited to that which is necessary to fulfill its mission of assisting physicians in their practice, while providing the minimum amount of identifiable patient data required to perform the specified communication. 4PatientCare will not disclose, rent, or sell any personally identifiable patient information to third parties (although 4PatientCare reserves the right to share nonpersonal, compiled or condensed patient information which does not allow a patient to be identified or contacted). 4PatientCare employs advanced multi-layered encryption and security firewalls to protect confidential information from unauthorized disclosure, misuse, loss, errors, or alteration. All information is received and sent under the physician's direction and order via secured encrypted Internet transmission, directly from the healthcare provider's office. 4PatientCare reserves the right to change this Privacy Policy at any time by posting the new privacy statement at 4PatientCare's Web-Site Homepage.

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5. **Termination and Renewal:** The initial term of this agreement is 1 year. This Agreement will automatically renew, each time for an additional year from the end of the previous term unless one Party gives the other sixty days written notice of non-renewal. Should subscriber fail to pay when due, 4PatientCare may give subscriber notice of termination, effective 5 days after such notice.
6. **Disclaimer:** 4PatientCare does not warrant that this service will meet the needs and purposes of the subscriber. Additionally, except for refund or credit for fees already paid or due, 4PatientCare specifically disclaims any and all liability for damages of any kind incurred by subscriber and caused by the use or otherwise related in anyway to 4PatientCare's systems or services.
7. **Proprietary Rights:** Subscriber acknowledges and understands that the service software is property of 4PatientCare whose rights are subject to copyrights, trade secrets, and other laws, and that the use of service will give the subscriber no rights in or to them. This means that subscriber also agrees that it will not reverse engineer the software, nor will it attempt to do so.
8. **Taxes:** Subscriber will be responsible for any and all taxes, duties and similar cost, imposed upon, due to, or arising from the service.
9. **Payment:** Payment is due upon receipt of invoice. Payment not received within 30 days of invoice date, shall be charged a late fee of \$29.95. Late payments will be equal to the lesser of 1.5% per month on any overdue amount or the maximum legal rate. Subscriber shall remain obligated to make all payments due or accrued under it prior to the date of termination.
10. **Support:** Support will be provided at no charge for the first 30 days. After the first 30 days, support will be available at \$60 per hour, charged in 15-minute increments.
11. **System modifications:** 4PatientCare reserves the right to make modifications, enhancements, customizations, improvements, upgrades and/or changes to 4PatientCare's system and services at any time without advance notice.
12. **Dispute Resolution.** The Parties agree that if one Party is aggrieved by the actions or inaction of the other Party and/or believes that Party to be in breach of this Agreement, and contacts that other Party with notice thereof, that other Party shall respond promptly (within two weeks) and both Parties will in good faith attempt to resolve the matter, and document the resolution in a mutually signed writing. In the event that the Parties fail to reach agreement within four (4) weeks of the aggrievement notice (unless mutually extended), arbitration will be entered. Within the purposes and scope of this Agreement, the arbitrator is empowered to determine the extent of his authority, fashion remedies, and order performance. Any decision of the arbitrator shall be binding on the Parties, enforceable by any Court of competent jurisdiction, and only reviewable or otherwise appealable in the case of fraud, collusion, or the like. Costs shall include the arbitrator's fees and costs, and, if held in the county of one Party, the reasonable travel and lodging expenses of the other Party to participate in the arbitration. Fees and costs for participation by either Party's counsel in resolving the dispute (other than in choosing the arbitrator) shall be recoverable only to the extent such participation is authorized or requested by the arbitrator in advance and awarded in his decision. The provisions of this Agreement shall be construed and enforced in accordance with the internal law of the State of California. Costs of arbitration will be borne equally unless the arbitrator chooses to allocate them otherwise in the interests of fairness.
13. **Additional responsibilities:** Each party shall comply in all material respects with all applicable governmental laws, rules and regulations.
14. Except as set forth in this section, in no event will, or any third party whose technology is incorporated in or provided with 4PatientCare's technology, will be liable to anyone for special, collateral, exemplary, indirect, incidental, or consequential damages, whether as a result of tortuous conduct (unless willful or grossly negligent) or breach of warranty of any of the provisions of this agreement even if 4PatientCare has been advised of the possibility of such damages. To the extent that any damages are caused by the technology, 4PatientCare's entire liability under any circumstances shall not exceed the lesser of a) actual damages measured by amounts paid to 4PatientCare for services not delivered or b) the total amount paid by subscriber that month under this agreement. Each Party will defend, indemnify and hold the other harmless from claims of third parties as follows: 4PatientCare for claims of infringement of intellectual property rights; by subscriber for claims of loss damages or injury due to use, no availability or errors of the service.

<b>The foregoing has been read, understood and is agreed to:</b>
<b>X</b>
Name:
Date:
Title:

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## CONTRACTOR’S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

Under this Agreement, Contractor (also Business Associate) provides services to clients (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 (“Privacy Regulations”);

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

### DEFINITIONS

1.1 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.

1.2 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under government program providing benefits.

1.5 “Services” has the same meaning as in the body of this Agreement.

1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

1.7 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the Privacy Regulations.

### OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure of personally identifiable health information that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity’s compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within ten (10) business days after receipt of request from Covered Entity. Business Associate shall provide electronic copies of that Protected Health Information within thirty (30) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of written request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

**OBLIGATION OF COVERED ENTITY**

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate’s performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

**TERM AND TERMINATION**

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate’s obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

**MISCELLANEOUS**

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy Regulations means the section as in effect or as amended.

IN WITNESS OF, the parties hereto have executed this Addendum in multiple originals on the last date written below.

**Business Associate:**

**Covered Entity:**

Signature: John Harding

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

Printed Name: John Harding

Printed Name: \_\_\_\_\_

Title: VP Business Development

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Your preferred payment method (*please choose one*):**

- By check – please invoice me at the following **email** address:
- By check – please invoice via postal mail
- By credit card – please use the following Credit Card information

**Authorization for Payment by Credit Card**

- New Order
- Change Existing Order

**For: Company and/or Name:**

*Undersigned customer hereby authorizes 4PatientCare to charge the below-listed credit card number in payment for 4PatientCare voice and web services through 4PatientCare. The undersigned understands that the same terms and conditions normally governing the use of the credit card apply to this use as well. The undersigned customer authorizes 4PatientCare and its agents to perform credit card checks and other credit or financial information or references submitted to 4PatientCare, where permitted. The undersigned represents that he/she has authority to request services(s) for the customer.*

**Credit Card** (Please select one):       **Amex**                       **Visa**                       **MC**

**Credit Card Number:**

**Exp. Date:**

**Credit Card Holder Name:**

**Credit Card Billing Address:**

**V-Code:**

The V-Code is a 3 digit code located on the signature strip on the back of your credit. It may be accompanied by a 4-digit number. Please note that your credit card may not have a V-Code.

Card Holder Signature: \_\_\_\_\_

Date:

**NOTE:** Fill out this form if you like your monthly invoice debited from your credit card.

**After you've filled out the form, fax it to 4PatientCare at 1-562- 684-4820 or mail it to:**

**4PatientCare**  
PO Box 1401  
Los Angeles, CA 90240-1401

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