

## HIPAA Business Confidentiality Agreement

Agreement between TheraManager Software Inc and \_\_\_\_\_ for the Viewing and or Delivery of Protected Health Information Pursuant to Support and or Database Format Conversion

This agreement is entered into by and between \_\_\_\_\_ (herein after referred to as the "Owner") and TheraManager Software Inc (herein after referred to as "TheraManager") to set forth the terms and conditions under which Protected Health Information, as defined by the regulations enacted under the Health Insurance Portability and Accountability Act of 1996 (herein after referred to as "HIPAA"), viewed, received and or modified by TheraManager on behalf of the Owner, may be used or disclosed.

This agreement shall commence when any Electronic Protected Health Information is viewed and or received (herein after referred to as the EPHI) from the Owner by TheraManager, and shall continue in effect so long as TheraManager possesses the EPHI, copies, modifications or un-deleted data files created from it. The agreement has the following terms:

- 1) The Owner and TheraManager hereby agree that TheraManager shall be permitted to use the EPHI on behalf of the Owner for the sole purpose of providing support or converting existing patient data from the format of the Owner's existing Database into the Advantage format used by TheraManager. Any use other than the above is explicitly forbidden.
- 2) TheraManager hereby agrees to maintain the security and privacy of the EPHI in a manner consistent with HIPAA and applicable law.
- 3) TheraManager shall not disclose the EPHI to any employee unless Theramanager has advised such persons of TheraManager's privacy and security obligations under this Agreement.
- 4) TheraManager shall not disclose the EPHI to any person, agent or subcontractor of TheraManager, but excluding a TheraManager employee, unless such person agrees in writing to be bound by the provisions of this Agreement.
- 5) In the event TheraManager either completes or fails to convert the EPHI, or fails to perform the obligations under this Agreement, the Owner has the option to terminate the agreement and require TheraManager to destroy or delete the EPHI and all copies or modifications of it.
- 6) When all originals of the EPHI or copies and modifications of it in any form have been destroyed or deleted, the Agreement shall automatically be terminated.

\_\_\_\_\_  
Michael F. Tompsett  
President TheraManager Software Inc

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\_\_\_\_\_  
Date