

Chain of Trust Agreement

This Chain of Trust Agreement is made the ____ day of _____, _____, by and between _____ (the Organization) and **OrionNet Systems, LLC** (the Recipient). Whereas, Organization maintains and operates _____ at _____.

Whereas, ORGANIZATION performs software services and maintenance for billing entities, which requires it to give access to information regarding confidential and protected health information (PHI) to OrionNet Systems, LLC, a software vendor. Whereas, both parties desire to protect the confidentiality and integrity of the information and to prevent inappropriate disclosure of the information; now therefore, the parties agree as follows:

Confidentiality

RECIPIENT and ORGANIZATION agree that they will not use the information in any way detrimental to client(s), and that BOTH PARTIES will keep such information confidential. It is understood and agreed by BOTH PARTIES that they will notify all applicable employees of the confidential nature of the information and shall direct such parties to treat information with due diligence and care. Neither party shall disclose protected health information or other information that is considered proprietary, sensitive, or confidential unless there is a need to know basis. Both parties agree that they will limit distribution of confidential information to only parties with a legitimate need in performance of the services as herein provided under this agreement. Disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by the authorized party. This section shall survive the termination, expiration, or cancellation of this agreement.

Term

This Agreement shall be effective _____, and shall continue indefinitely. This agreement shall automatically renew itself for an additional twelve month period unless otherwise terminated by either party. In the event that this Agreement is automatically renewed, RECIPIENT agrees to be bound by the Terms and Conditions currently in effect. The confidentiality provisions of this agreement shall survive indefinitely, even beyond the termination of this agreement.

Disclosures Required by Law

In the event that RECIPIENT is required by law to disclose INFORMATION, RECIPIENT agrees to provide ORGANIZATION with notice in a timely manner, so that ORGANIZATION may seek protective order as appropriate.

State and Federal Statute Compliance

RECIPIENT warrants and represents that it is in compliance, or will become compliant with all relevant federal/state statutes, rules, regulations and applicable interpretive rulings in a timely manner. Further, both parties agree to remain in compliance with all relevant federal/state statutes, rules and regulations during the entire term of this agreement. RECIPIENT agrees to maintain adequate safeguards to ensure that information exchanged between ORGANIZATION and RECIPIENT is protected and used solely for the purposes agreed upon within this agreement. Failure to comply with this provision can result in immediate and automatic termination of the previously agreed upon business relationship, without penalty or cost to either party.

Report of improper disclosure or systems compromise

ORGANIZATION and RECIPIENT agree to immediately notify all parties within their "Chain of Trust" of any improper or unauthorized access and disclosure of the information, any misuse of the information, including but not limited to systems' compromises. ORGANIZATION and RECIPIENT will take all necessary steps to prevent and limit any further improper or unauthorized disclosures and misuse of the information. RECIPIENT shall also maintain an incident log of all improper or unauthorized disclosures. At the request of ORGANIZATION, RECIPIENT will make available to ORGANIZATION a copy of incident log.

Return of Materials

Unless otherwise specifically required by statute or rule, RECIPIENT shall promptly return to ORGANIZATION all material containing or reflecting any ORGANIZATION proprietary information whether prepared by ORGANIZATION or as a result of providing services for which the RECIPIENT has been specifically authorized by ORGANIZATION. In addition, the RECIPIENT shall exercise due diligence to destroying the INFORMATION in a manner that will render non-identifiable all documents, memoranda, notes or other writings prepared by RECIPIENT, or its representatives, which are based on the INFORMATION.

Sub-Contractors

If RECIPIENT discloses the INFORMATION to any subcontractor, independent contractor, or agent, it shall require such party to execute a Chain of Trust Agreement that upholds the same standards contained within this agreement.

Additional Access to Information

If RECIPIENT significantly alters the information provided by the ORGANIZATION, the ORGANIZATION shall have the right to access the altered information upon written request to RECIPIENT. Such access shall be provided

to the ORGANIZATION within a reasonable period after receipt of the request and shall be during the normal business hours of RECIPIENT. RECIPIENT shall incorporate changes or amendments to the information if requested by the ORGANIZATION.

Disputes

Any controversy or claim arising out of or relating to the contract will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Third Party Beneficiaries

Both parties understand and agree that other parties (individuals or entities) who are the subject of the information provided to RECIPIENT are intended to be third party beneficiaries of this agreement.

Severability

In the event that any provision of this agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

Hold Harmless

RECIPIENT agrees to indemnify, defend, and hold harmless ORGANIZATION, its directors, officers, agents, shareholders, and employees against all claims, demands, or causes of action that may arise from RECIPIENT'S employees, agents, or independent contractors improper disclosure of the information and from any intentional or negligent acts or omissions.

Entire Agreement; Amendments

This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment contracts between the parties, whether oral or in writing. This agreement may not be amended, altered or modified except by written agreement signed by all parties of this agreement. No provision of this agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Authority

The persons signing below have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.

Governing Law

This agreement shall be governed by the federal HIPAA privacy regulations. In witness whereof, the parties have executed this Chain of Trust Agreement the day and year first written above.

RECIPIENT ORGANIZATION

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____