

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, entered into by and between Health Care Expert Solutions, 6185 Steeple Chase Dr, Roanoke, VA 24018 (the "Covered Entity") and Med-Share Mobile diagnostic Imaging, 26222 Telegraph Road, Suite 100, Southfield, MI, 48033 (the "Business Associate") (each a "Party" and collectively the "Parties").

WHEREAS, Covered Entity and Business Associate each desire to comply with the requirements of regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which privacy regulations are codified at 45 C.F.R. parts 160 and 164 ("Privacy Rule") and which security regulations are codified at 45 C.F.R. part 160, 162 and 164 ("Security Rule"), as such regulations may be amended from time to time (collectively referred to herein as the "HIPAA Standards"); and,

WHEREAS, Covered Entity and Business Associate are required to comply with the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), Title XIII of Division A and Title IV of Division B (the "Health Information Technology for Economic and Clinical Health" ("HITECH")) and other applicable laws; and,

WHEREAS, the Covered Entity has engaged the Business Associate to perform "Services" as defined below; and,

WHEREAS, in the performance of the Services, the Business Associate must use and/or disclose Protected Health Information ("PHI"), as that term is defined in Section 164.501 of the Privacy Rule, received from or transmitted to the Covered Entity; and,

WHEREAS, the Parties are committed to complying with the Privacy Rule and Security Rule, as modified by HITECH.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties enter into this Business Associate Agreement ("Agreement").

1. SERVICES.

Business Associate provides health care business consulting services for the Covered Entity ("Services"). In the course of providing the Services, the use and disclosure of PHI between the Parties may be necessary.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE.

Unless otherwise specified herein and provided that such uses or disclosures are permitted under state and federal confidentiality laws, the Business Associate may:

a. use or disclose PHI in its possession to the extent necessary to perform the Services;

b. disclose to its employees, subcontractors and agents the minimum amount of PHI in its possession necessary to perform the Services;

c. use or disclose PHI in its possession, as directed in writing by the Covered Entity;

d. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate;

e. disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, so long as the Business Associate represents, in writing, to the Covered Entity that (i) the disclosures are "required by law," as defined in Section 164.501 of the Privacy Rule or (ii) the Business Associate has received written assurances from the third party regarding its confidential handling of such PHI as required in Section 164.504(e)(4) of the Privacy Rule.

f. limit such PHI, to the extent practicable, to a limited data set, or if more information than a limited data set is required, to the minimum necessary information (PHI) to accomplish the intended purpose of such use, disclosure, or request. When further guidance is issued by the Secretary as to what constitutes the "minimum necessary" becomes effective, Business Associate shall comply with such guidance when using, disclosing and requesting PHI.

g. aggregate the PHI in its possession with the PHI of other covered entities with which the Business Associate also acts in the capacity of a Business Associate only to the extent the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose the PHI of Covered Entity to another covered entity unless such disclosure is explicitly authorized herein by the Covered Entity.

h. de-identify all PHI so that the de-identification complies with Section 164.514(b) of the Privacy Rule, and the Covered Entity maintains the documentation required by Section 164.514(b) of the Privacy Rule. This may be in the form of a written assurance from the Business Associate. Such de-identified information is not considered PHI under the Privacy Rule.

3. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE WITH RESPECT TO PROTECTED HEALTH INFORMATION

The Business Associate further agrees to:

a. use or further disclose PHI only as permitted or required by this Agreement and to not further disclose or as otherwise required by law as defined in Section 164.501 of the Privacy Rule;

b. use and disclose to its subcontractors, agents or other third parties, and requests from the Covered Entity, only the minimum PHI necessary to perform the Services or other activities required or permitted hereunder under the scope of services;

c. develop appropriate internal policies and procedures to ensure compliance with the mandated HIPAA Standards and with this Agreement and use other reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI;

d. immediately report to Covered Entity any use or disclosure of PHI or an individual's information not provided for by this Agreement, including without limitation any Breach of Unsecured PHI (as such terms are defined in 45 CFR §164.402) and any security incident involving the PHI or an individual's information of which the Business Associate becomes aware. Business Associate shall take any action necessary or requested by the Covered Entity to mitigate (to the extent practicable) any harmful effect known to Business Associate of a security incident or use or disclosure of PHI or an individual's information by Business Associate in violation of the requirements of this Agreement. In the event of a breach of unsecured PHI, Business Associate's notice to Covered Entity of such breach shall include, to the extent possible; (1) the full identification of each individual for whom the PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach; (2) the full details of when, where, how and why this breach occurred; (3) the reasonable steps of the Business Associate to mitigate this event and prevent its occurrence again; and (4) the contact person at the Business Associate with whom the Business Associate shall work to identify its further obligations (if any). Business Associate's notification to Covered Entity of a breach of unsecured PHI shall be made immediately but in no event shall such notice be made more than twenty (20) days from the date of Business Associate's discovery of said breach;

e. develop and implement policies and procedures for mitigating, to the greatest extent possible, any negative or unintended effects caused by the improper use and/or disclosure of PHI that the Business Associate reports to the Covered Entity;

f. provide the Covered Entity with all information the Covered Entity requests, in writing, to respond to a request by an individual for an accounting of the disclosures of the individual's PHI as permitted in Section 164.528 of the Privacy Rule within thirty (30) days of receiving the request;

g. upon two (2) days' written notice, provide access at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 C.F.R. § 164.524;

h. make any amendment(s) to PHI in a designated record set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an individual, and in the reasonable time and manner designated by Covered Entity;

i. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI as requested by the Secretary of DHHS for

determining the Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges;

j. return to the Covered Entity or fully destroy, within thirty (30) days of the termination of this Agreement, all PHI in its possession and retain no copies (which for purposes of this Agreement shall mean destroy all backup tapes);

k. implement and maintain privacy and security safeguards as necessary to ensure that all PHI is used or disclosed only as authorized under the HIPAA Standards and this Agreement;

l. notify Covered Entity of Business Associate's knowledge of Covered Entity's breach of HIPAA and take reasonable steps to cure such breach, which may include terminating this Agreement or notifying the Secretary of such breach;

m. acknowledge that if it violates any of the requirements provided under this Agreement, Business Associate will be subject to the same civil and criminal penalties that a Covered Entity would be subject to if such Covered Entity violated the same requirements;

n. not directly or indirectly receive remuneration in exchange for any PHI unless to the knowledge of the Business Associate, the Covered Entity has obtained from an individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of the individual. When the Secretary issues the regulations that address the requirements of this Section 3(n) and such regulations become effective, Business Associate shall comply with such regulations with respect to receiving remuneration in exchange for any PHI;

o. indemnify and hold harmless any losses, including fees, assessments, penalties, legal fees and rewards that result from the unauthorized disclosure of PHI by the Business Associate, its employees, contractors and others upon which Business Associate relied and disclosed PHI in the furtherance of its scope of services.

4. RESPONSIBILITIES OF THE COVERED ENTITY WITH RESPECT TO PROTECTED HEALTH INFORMATION.

The Covered Entity hereby agrees:

a. to advise the Business Associate, in writing, of any arrangements of the Covered Entity under the Privacy Rule that may impact the use and/or disclosure of PHI by the Business Associate under this Agreement;

b. to advise the Business Associate, in writing, of any revocation of any consent or authorization of any individual and of any other change in any arrangement affecting the use and/or disclosure of PHI to which the Covered Entity has agreed, including, but not limited to, restrictions on use and/or disclosure of PHI pursuant to Section 164.522 of the Privacy Rule;

c. not to request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity;

d. that Business Associate may make any use and/or disclosure of PHI as permitted in Section 164.512 with the prior written consent of the Covered Entity;

e. to provide the Business Associate with a copy of the Covered Entity's current Notice of Privacy Practices ("Notice") required by Section 164.520 of the Privacy Regulations and to provide revised copies of the Notice, should the Notice be amended in any way.

5. REPRESENTATIONS AND WARRANTIES OF BOTH PARTIES

Each Party represents and warrants to the other Party that:

a. it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized or licensed;

b. it has the power to enter into this Agreement and to perform its duties and obligations hereunder;

c. all necessary corporate or other actions have been taken to authorize the execution of the Agreement and the performance of its duties and obligations;

d. neither the execution of this Agreement nor the performance of its duties and obligations hereunder will violate any provision of any other agreement, license, corporate charter or bylaws of the Party or Parties;

e. it will not enter into nor perform pursuant to any agreement that would violate or interfere with this Agreement;

f. it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;

g. neither the Party, nor any of its shareholders, members, directors, officers, agents, employees or contractors have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid or have been convicted, under federal or state law of a criminal offense;

h. all of its employees, agents, representatives and contractors whose services may use or disclose PHI on behalf of that Party have been or shall be informed of the terms of this Agreement;

i. all of its employees, agents, representatives and contractors who may use or disclose PHI on behalf of that Party are under a sufficient legal duty to the respective Party, either by contract or otherwise, to enable the Party to fully comply with all provisions of this Agreement.

Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

6. TERM AND TERMINATION

This Agreement shall become effective on the Effective Date and shall continue unless and until either Party provides ninety (90) days' written notice of its intention to terminate the Agreement to the other, or the Agreement is otherwise terminated hereunder.

If the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement, then at the sole discretion of the Covered Entity, it may either terminate this Agreement immediately upon written notice to the Business Associate or provide the Business Associate with written notice of the material breach and allow the Business Associate fifteen (15) days to cure such breach upon mutually agreeable terms; provided, however, that if an agreement regarding a satisfactory cure is not achieved within the fifteen (15) days, the Covered Entity may immediately terminate this Agreement upon written notice to the Business Associate.

This Agreement will automatically terminate without further notice if the Business Associate no longer provides Services for the Covered Entity.

Upon termination of this Agreement for any reason, the Business Associate shall:

- a. recover any PHI in the possession of its agents or contractors;
- b. at the option of the Covered Entity and if feasible, either return all PHI in its possession to Covered Entity or destroy all PHI in its possession;

If it is determined by the Business Associate that it is not feasible to return or destroy any or all of the PHI, the Business Associate must notify the Covered Entity of the specific reasons in writing. The Business Associate must continue to honor all protections, limitations and restrictions herein with regard to the Business Associate's use and/or disclosure of PHI so retained and to limit any further uses and/or disclosures to the specific purposes that render the return or destruction of the PHI not feasible.

Further, the Business Associate shall provide written notice to the Covered Entity if it is unable, because it is not feasible, to obtain any or all of the PHI in the possession of an agent or contractor. The Business Associate shall require the agent or contractor to honor any and all protections, limitations and restrictions herein with regard to the agent's or contractor's use and/or disclosure of any PHI so retained and to limit any further uses and/or disclosures to the specific purposes that render the return or destruction of the PHI not feasible.

7. INDEMNIFICATION

The Business Associate hereby agrees to indemnify, defend and hold harmless the Covered Entity and its shareholders, directors, officers, partners, members, employees, agents and/or contractors (collectively “Indemnified Party”) against any losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may be imposed upon the Covered Entity by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate’s breach of this Agreement or from any negligence or wrongful acts or omissions, including failure to comply with the terms and requirements of the Privacy Rule, by the Business Associate, its respective shareholders, directors, officers, partners, members, employees, agents and/or contractors. This obligation of the Business Associate to indemnify the Covered Entity shall survive the termination of this Agreement for any reason.

8. GENERAL PROVISIONS

a. If the Covered Entity operates under a Joint Notice of Privacy Practices (“Joint Notice”), as defined in the Privacy Rule, then this Agreement shall apply to all entities covered by the Joint Notice as if each such entity were the Covered Entity.

b. If the Business Associate is also a covered entity, as defined in the Privacy Rule, then that covered entity may designate a health care component, as defined in Section 164.504 of the Privacy Rule, which shall be considered the Business Associate hereunder.

c. This Agreement may not be modified or amended except in a writing signed by both Parties.

d. No waiver of any provision of this Agreement by any Party shall constitute a general waiver for future purposes.

e. This Agreement may not be assigned by either Party.

f. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective successors or assigns.

g. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as though such invalid or unenforceable provision was omitted.

h. The Provisions of this Agreement shall survive termination of this Agreement to the extent necessary to effectuate their terms or indefinitely with respect to the use and disclosure of PHI.

i. Any notices to be given hereunder shall be given via U.S. Mail, return receipt requested, by a recognized commercial express courier, and/or via facsimile (“fax”) as follows:

If to Business Associate, to:
Med-Share Mobile Diagnostic Imaging

26222 Telegraph Road, Suite 100
Southfield, MI 48033

If to Covered Entity, to:
Syntera
6185 Steeple Chase Drive
Roanoke, VA 24018
Attention: Naiyer Imam

Each Party named above may change its address, fax number and/or 697-0551 the name of its representative by providing notice thereof in the manner provided above.

j. This Agreement shall be construed according to the laws of the State of Connecticut applicable to contracts formed and wholly performed within that State.

k. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

1. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES EXCEPT AS PROVIDED BY SECTION 7 "INDEMNIFICATION" OF THIS CONTRACT.