

**Mammologix, Inc.™, a division of i/oTrak, Inc.**  
**P.O. Box 540149**  
**Orlando, Florida 32854-0149**

**TERMS OF SERVICE**

**BACKGROUND**

Mammologix, Inc. hereafter known as Mammologix, provides computerized tracking and outcome reporting for examinees receiving mammography examinations, as outlined by the Mammography Quality Standards Act of 1992 (hereafter referred to as MQSA), Mammography Quality Standards Re-Authorization Act of 1998, Mammography Quality Standards Re-Authorization Act of 2002 and regulated by the Food & Drug Administration. By submitting patient information, reports, and other materials, we agree to have Mammologix provide such services.

**DESCRIPTION OF SERVICES**

**REPORTS AND RECORDS**

Reports and Records for each examinee, based upon information provided by Facility, will be made available and forwarded to Facility on a regular basis. Reports and Records will include, but are not limited to:

- **Reports:** *Medical Audit & Outcome; Executive Summary; Interpreting Physicians Outcomes Audit; Biopsy Yield Report; Inconsistent Outcome Report and Continuing Experience Report*
- **Records:** *Record of Examinees; Follow-up Recommendations Record and Overdue Examinee Record*
- **Overdue Examinee Inquiry**

**COMMUNICATIONS**

- **Examinee Communications** with Facility specific wording placed into a *Seal & Secure Solution* document. Mammologix communications are classified as either notification or reminder letters. All *Examinee Communications* will be sent to Facility ready to be postmarked and mailed.

Current Mammologix clients may view or download reports, records and examinee communications on the 128 bit encrypted **Logixdrive** at [www.mammologix.com](http://www.mammologix.com).

**CUSTOMIZED REPORTING AND COMMUNICATIONS**

- Mammologix can customize reporting and Examinee Communications according to the specifications provide by the Facility. This can be done on a one time basis or produced regularly, as requested.

**TERMS AND CONDITIONS**

**PERFORMANCE OF SERVICES** – Mammologix shall act as an independent contractor. The manner in which Services are to be performed and the specific hours to be worked to fulfill Mammologix obligations under this Terms of Service shall be determined solely by Mammologix.

**CONFIDENTIALITY** - Mammologix recognizes that it shall have custody of Facility data pertaining to business affairs, process information, technical information, patient listings, and other proprietary information (collectively, 'Information'), which are valuable, special and unique assets of the Facility. Mammologix agrees not to at any time or in any manner, either directly or indirectly, reveal any information to any third party without the prior written consent of Facility. Mammologix shall protect information and treat it as strictly confidential. Mammologix agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law (Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191).

**ACCESS OF RECORDS** - All records, notes, and data of any nature maintained by Mammologix, for Facility, (hereafter referred to as 'Records') are considered the Facility's property. Hardcopy records furnished by Facility to Mammologix for the purpose of providing Services to Facility will be placed into our document destruction program using a certified member company of the National Association for Information Destruction. All records in the possession of or under control of Mammologix, Inc, shall be made available in a digital format upon request by Facility.

**TERMINATION** - Facility may elect to discontinue using Mammologix's services for any reason at any time with written notice to Mammologix. Mammologix may elect to cease rendering services with thirty (30) days written notice to Facility. Mammologix shall be entitled to payments for all services rendered prior to the date of termination.

**PRIOR AGREEMENTS AND ASSIGNMENTS** – Mammologix will not assign or transfer their rights, duties and obligations to any other person, firm or corporation without prior consent from Facility. This Terms of Service terminates and replaces all prior agreements between Facility and Mammologix.

**LIABILITY** – Mammologix agrees to perform all services in a professional manner and as otherwise set forth in these service terms. Mammologix warrants providing Facility with the capacity to satisfy regulations for outcome reporting and medical auditing of examinees receiving mammography examinations, as outlined by MQSA and subsequent re-authorization(s). Facility expressly agrees that neither Mammologix, nor Mammologix personnel, shall be liable to Facility for any loss, liability damage, cost or expense of Facility (including but not limited to loss of profit, or any other direct or indirect consequential damages) resulting from, or attributable to, performance of the services. Except as provided herein, Mammologix neither makes, or intends any express or implied warranties of any description with respect to the services provided.

**PAYMENT** - Facility agrees to reimburse Mammologix for services at the rates identified below. Mammologix shall invoice Facility for services and such invoices shall be paid in full within thirty (30) days. Invoices shall include services rendered and a brief description of services. A fee of up to 1.5% per month (18% annual rate) on any balance not paid in full within thirty (30) days from the date of invoice and/or temporary suspension of services may be assessed, until the unpaid balance has been collected. A fee of \$125.00 will be charged on any returned checks. Facility agrees to pay all collection agency fees and attorney fees incurred by Mammologix associated in the collection on any balance not paid in full within one hundred and twenty (120) days.

**ENTIRE TERMS OF SERVICE** - This Terms of Service contains the services provided by Mammologix to Facility. There are no other promises or conditions in any other form whether oral or written. This Terms of Service supersedes any prior written or oral arrangements made between Mammologix and Facility for Services provided. This document is not a binding contract between Mammologix, Inc and Facility. Any litigation pertaining to this Terms of Service between Facility and Mammologix shall be conducted in Orange County, Florida.

**HIPAA Requirements**

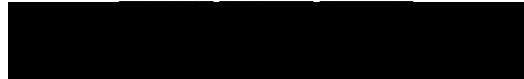
Mammologix agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C§. 1320d (“HIPAA”) and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R Parts 160 and 164 (the” Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. Mammologix agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

Mammologix will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

<b>RATE SCHEDULE FOR SERVICES</b>	
<b><u>New Client Start Up Fee</u></b>	<b><u>\$475.00</u></b>
<b><u>Tracking and Outcome Reporting</u></b> <ul style="list-style-type: none"> <li>This fee covers data tracking and outcome reporting for an individual examinee having a breast imaging procedure placed into tracking by Facility. Other events placed into tracking include, but are not limited to ultrasound, extra views, early mammograms, biopsy, FNA, cyst aspiration or pathological results from an invasive procedure. Interpretations returned for clarification of information may be assessed an additional fee.</li> </ul>	<b><u>\$ 1.89</u></b> Each Event
<b><u>Patient Communications</u></b> <ul style="list-style-type: none"> <li>Reminder Letters and listings of letters are prepared to inform patient of the possible need to return for a breast imaging procedure of either the early follow-up or routine follow-up type.</li> <li>Notification Letters and listings of letters are prepared to inform a patient of the results of their last breast imaging procedure at Facility.</li> <li>Customized Communications and listings are prepared as specified by Facility.</li> </ul> All Examinee Communications include Facility specific wording that is placed on a <i>Seal &amp; Secure Solution</i> document. Communications are ready to be postmarked and mailed to the patient by Facility.	<b><u>\$ 0.79</u></b> Each Letter
<b><u>Data Management</u></b> <ul style="list-style-type: none"> <li>Management of all patient information, records, reports and communications transferred via an electronic or fax format, including patient demographics and patient examination interpretations from Facility to Mammologix.</li> <li>Operation of a secure on-line site for posting and data retrieval as well as a dedicated electronic fax delivery system.</li> <li>Pre-Paid United Parcel Service for delivery of records, reports and communications, other than in an electronic format (Maximum quantity of mailers to be agreed upon between Mammologix and Facility).</li> </ul>	<b><u>\$ 87.50</u></b> Per month
<b><u>Professional Consultation</u></b> <ul style="list-style-type: none"> <li>This fee covers the Facility’s use of the Mammologix team of professionals for information gathering, compliance research, Policy &amp; Procedure development, audit analysis, Quality Assurance &amp; Quality Improvement.</li> </ul> Consultations can be conducted on site, on-line or by telephone.	<b><u>\$ 85.00</u></b> Per hour Min ¼ Hour Increments
<b><u>Custom Reports and Processing Fee</u></b> <ul style="list-style-type: none"> <li>This fee provides for development and processing of custom reports by Mammologix, based upon criteria requested specifically by the Facility. A one-time fee for design, development and processing of the report to meet the Facility’s specifications will be assessed.</li> </ul>	<b><u>\$ 85.00</u></b> Per hour Min ¼ Hour Increments

Facility: \_\_\_\_\_

Date:            /            /



**Richard (Rick) Lippert**  
**President/Owner**  
**Mammologix, Inc.- a division of i/oTrak, Inc.**

Central Florida: (407) 598-1500 • Toll Free: (800)739-6919 • Fax: (407)598-1501 • email: [info@mammologox.com](mailto:info@mammologox.com)