



Technical Support Agreement

This Technical Support Agreement ("Agreement") is entered into by and between S.I.R.P.S. Practice Solution ("S.I.R.P.S.") and the customer identified below ("Customer"). This Agreement shall be effective upon the date accepted by S.I.R.P.S., as evidenced by S.I.R.P.S.'s receipt of an executed unmodified Agreement. This Agreement cannot be deferred or post dated for a later start date under any circumstances.

Customer Information:

PRACTICE NAME: _____		CUSTOMER NO.: _____	
STREET ADDRESS: _____	CITY: _____	STATE: _____	ZIP: _____
SHIPPING ADDRESS: _____	CITY: _____	STATE: _____	ZIP: _____
PRIMARY CONTACT: _____			
PHONE: _____	FAX: _____	EMAIL: _____	

MEDISOFT VERSION #: _____

Contract Information:

Please **circle** Agreement period chosen:

MEDISOFT 1 YEAR- \$899 6 MONTH-\$599 HOURLY SUPPORT/TRAINING: \$120 PER HOUR

Definitions:

Support: Includes any labor spent to correct a problem with hardware or software operation, such as the program not opening or running properly.

Training: Includes any labor spent to teach a client **how** to operate hardware or software, such as how to use a program, run monthly reports, or verify backup data. **Phone support does not include training or repair of data corruption.**

S.I.R.P.S. shall provide technical support services to Customer by answering questions and providing assistance specifically regarding the operation of Customer's registered copy of Medisoft and applicable add-on products such as Office Hours, Direct Modules, Lab Connect, Medical Connect, and Data Runner or Communications Manager. Technical support is limited to providing assistance for the current version and one previous version of all related products. Technical support provided may include, but is not limited to, troubleshooting of an issue and providing resolution when available. It does not include network configuration, operating systems issues or, computer hardware problems. Technical support personnel may recommend Customer to our specialist in computers or networking, for additional fees, if the issue warrants. If it is determined that data corruption is causing the problem, a technical support personnel may suggest that file repair be done at an additional charge beyond the normal pricing listed above. Data conversion also is available for an additional charge.

Customer understands that S.I.R.P.S.'s sole obligation under this Agreement is to provide the technical support services described above. S.I.R.P.S. shall use commercially reasonable efforts to correct the problem Customer may be experiencing, but does not guarantee that any support provided under this Agreement will be sufficient to do so. S.I.R.P.S. cannot guarantee that any call will be answered or that any problem resolution will be completed in a set amount of time. Customer understands that S.I.R.P.S. will keep Customer's data, to which it has access during problem resolution, secure and confidential in accordance

S.I.R.P.S. Medisoft Support Agreement

with S.I.R.P.S.'s obligations under the Health Insurance Portability & Accountability Act. S.I.R.P.S.'s technical support staff will provide services consistent with the standard of care generally accepted within the industry for such services. IN NO EVENT SHALL S.I.R.P.S. BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CASUED BY S.I.R.P.S.'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

It is understood that this Agreement is non-refundable and non-transferable.

S.I.R.P.S. shall have the right to immediately terminate this agreement if Customer breaches any of the terms or conditions of this Agreement, including but not limited to non-payment of any fees owed to S.I.R.P.S. by Customer under this Agreement, or any other agreement between the parties. Customer must remain in good standing at all times, with all outstanding invoices paid in full in a timely fashion. Upon termination, Customer shall not be entitled to any refund for the remaining period of the Agreement.

Training for the Medisoft application *is not* covered under this Agreement, but is available.

I authorize S.I.R.P.S. Practice Solutions to charge to the following described credit card for services provided in the amount of:

Total Amount for Medisoft Products/Support Agreement: \$ _____

I give permission to S.I.R.P.S. to use my credit card information for future purchases, only upon my verbal authorization.

Card Holder's Name On Card: _____

Credit Card Type: _____ MasterCard _____ Visa

Credit Card Number: _____ **Exp. Date:** _____

VID Code: _____

Signature: _____ Date _____

BUSINESS ASSOCIATE AMENDMENT

If Customer is a Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and the security regulations (the "Security Rule") promulgated pursuant to the Act and codified at 45 C.F.R. parts 160 and 164, (collectively, "HIPAA"), then the Parties agree as follows:

- 1. Definitions.** Unless otherwise defined in the Agreement or this Amendment, capitalized terms shall have the meanings set forth in HIPAA.
- 2. Disclosure or Use of Protected Health Information ("PHI").** S.I.R.P.S. shall use and/or disclose PHI received from Customer or its authorized submitters only as permitted or required by this Amendment or as Required by Law. S.I.R.P.S. shall be entitled to disclose and use PHI received from Customer or its authorized submitters (i) for the purpose of providing the Services or as otherwise directed or requested by Customer, (ii) for the proper management and administration of S.I.R.P.S.'s business, (iii) to carry out S.I.R.P.S.'s legal responsibilities, or (iv) as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, S.I.R.P.S. reserves the right at its sole discretion to disclose an Individuals PHI in response to and in accordance with a valid authorization executed by the Individual that meets the requirements set forth in the Privacy Rule. Customer authorizes S.I.R.P.S. to de-identify PHI created or received by S.I.R.P.S. on behalf of Customer, provided that the de-identification conforms to the requirements of the Privacy Rule. The resulting de-identified information may be used and disclosed by S.I.R.P.S. to the extent permitted under applicable law, for consideration or otherwise.
- 3. Safeguards Against Misuse of PHI.** S.I.R.P.S. agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI received from Customer or its authorized submitters other than pursuant to the terms and conditions of this Amendment.
- 4. Safeguards Related to Integrity of Electronic PHI.** S.I.R.P.S. agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Customer.
- 5. Security of Electronic PHI.** S.I.R.P.S. shall report to Customer any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the Security Rule. This reporting obligation does not include trivial occurrences, such as scans, "pings" or unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by S.I.R.P.S.; provided that, upon Customer's written request, S.I.R.P.S. will provide an aggregate report of the number of such trivial occurrences.
- 6. Reporting of Disclosures of PHI.** S.I.R.P.S. shall report to Customer any use or disclosure of PHI in violation of this Amendment as soon as reasonably possible after becoming aware of the disclosure.
- 7. Agents and Subcontractors.** S.I.R.P.S. shall enter into an agreement with any of its subcontractors or agents that will have access to any PHI that is subject to this Amendment, pursuant to which the agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions on the use of PHI that apply to S.I.R.P.S. pursuant to this Amendment. In addition, S.I.R.P.S. shall enter into an agreement with any of its subcontractors or agents to whom it provides Electronic PHI, pursuant to which the agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI.
- 8. Availability of Books and Records.** S.I.R.P.S. hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by S.I.R.P.S. on behalf of, the Customer reasonably available to the Secretary of the United States Department of Health

and Human Services for purposes of determining Customer's compliance with the Privacy Rule and/or the Security Rule.

9. Liability. S.I.R.P.S. shall indemnify Customer for any costs or expenses incurred in connection with claims asserted against Customer that arise as a result of S.I.R.P.S.'s gross negligence or willful misconduct in handling Customer's PHI.

10. Assisting with Patients' Rights. S.I.R.P.S. agrees to make available to Customer information necessary for Customer to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. 164.528, as amended. In addition, to the extent S.I.R.P.S. possesses PHI that constitutes a Designated Record Set, S.I.R.P.S. agrees, at Customers sole cost and expense, (i) to make available PHI necessary for Customer to respond to individuals requests for access to their PHI in accordance with 45 C.F.R. 164.524, and (2) make available PHI for amendment and to incorporate any amendments or corrections to the PHI in accordance with 45 C.F.R. 164.526. Notwithstanding the preceding sentence, the Parties agree that S.I.R.P.S. does not, and shall have no obligation to, maintain any Designated Record Sets on Customer's behalf. In the event any Individual requests access to PHI in Customer's Designated Record Sets directly from S.I.R.P.S., S.I.R.P.S. shall, within thirty (30) business days, forward such request to the Customer. Any response to such requests, denials of access to or amendment of Customer's PHI shall be the responsibility of Customer. Notwithstanding the above, nothing in this Section 10 is intended to prevent S.I.R.P.S. from releasing PHI in response to an Individual's valid authorization.

11. Customer Obligations. Customer agrees to obtain any consent or authorization that may be required by the Privacy Rule or any other applicable law and/or regulation prior to furnishing S.I.R.P.S. with PHI. Customer also agrees to inform S.I.R.P.S. of any PHI that is subject to any arrangements permitted or required of Customer under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by S.I.R.P.S. under this Amendment, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522 and agreed to by Customer. Customer shall not request S.I.R.P.S. to make any use or disclosure of PHI that would not be permitted under the Privacy Rule if made by Customer directly.

12. No Third Party Beneficiaries. Nothing expressed or implied in this Amendment or the Agreement is intended to confer, nor shall it confer, upon any person any rights, remedies, obligations or liabilities other than those explicitly detailed in this Amendment or the underlying Agreement.

13. Termination. Failure of S.I.R.P.S. to comply with any of the provisions contained in this Amendment shall be deemed a breach under the Agreement, and Customer shall be entitled to exercise all available rights, including termination, as provided in the Agreement. Upon termination or expiration of the Agreement, S.I.R.P.S. shall return, destroy or de-identify all PHI received from, or created or received by S.I.R.P.S. on behalf of, Customer, that remains in S.I.R.P.S.'s possession or control and retain no copies of that PHI, or if the return or destruction is not feasible in S.I.R.P.S.'s determination, extend the protections of this Amendment to the retained PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible.

14. Effective Date. The effective date of this Amendment is the later of the effective date of the Agreement or April 14, 2003, except that such terms or conditions related to Electronic PHI only shall be effective the later of the applicable Security Rule compliance date for the Customer or the effective date of the Agreement.*