



Technical Support Agreement

Fax: 806-687-0380
Mail: 5224 75th Street, Suite A
Lubbock, TX 79424

This Technical Support Agreement ("Agreement") is entered into by and between WTA Medical Management Solutions, LTD dba Medical Management Solutions ("MMS") and the customer identified below ("Customer"). This Agreement shall be effective upon the date accepted by MMS, as evidenced by MMS'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 #: _____ MEDISOFT SERIAL #: _____

ADVANTAGE SERIAL #: _____

Contract Information:

Please **circle** Agreement period chosen:

MEDISOFT: 1 YEAR - \$1299 6 MONTH - \$799 3MONTH - \$449

MMS 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 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 contact an independent specialist in computers or networking outside MMS 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.

Training for the Medisoft application ***is not*** covered under this Agreement, but is available for an additional fee. MMS also offers Interactive Training CD's which are available for a fee of \$499.

To have this product charged to the credit card below, please check this box and MMS will ship to the address above.

APPROVED

Customer understands that MMS's sole obligation under this Agreement is to provide the technical support services described above. MMS 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. MMS 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 MMS will keep Customer's data, to which it has access during problem resolution, secure and confidential in accordance with MMS's obligations under the Health Insurance Portability & Accountability Act. By signing this Agreement, the parties agree to comply with the terms and conditions of the Business Associate Amendment attached hereto. MMS's and its subcontractors, as applicable, technical support staff will provide services consistent with the standard of care generally accepted within the industry for such services. IN NO EVENT SHALL MMS BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CAUSED BY MMS'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, and any disputes or requests for reimbursement of supported software must be sent in writing to MMS within 30 days from the original date of purchase of such software. MMS will have 30 days from receipt of any dispute letter to investigate and reply to Customer with its findings. All such findings and/or conclusions will be considered final.

MMS 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 MMS 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.

By signing below Customer acknowledges and agrees to these conditions and authorizes MMS to charge Customer's credit card for the services described above, including the purchase of Interactive Training CD's if Customer has checked the "Approved" box above.

SIGNATURE: _____

DATE: _____

CREDIT CARD # _____	EXPIRATION DATE: (MM/YYYY) _____
TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER	
3 Digit Verification Code (4 for AMEX): _____	
CARDHOLDER SIGNATURE: _____	Cardholder Name: (PRINTED) (AS IT APPEARS ON CARD) _____

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To be filled out by MMS Only:	
Date received: _____	Received by: _____
Time received: _____	Information Verified: <input type="checkbox"/>
Customer Number: _____	

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").** WTA Medical Management Solutions, LTD dba Medical Management Solutions ("MMS") and/or its subcontractors, as applicable, 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. MMS 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 MMS's business, (iii) to carry out MMS's legal responsibilities, or (iv) as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, MMS 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 MMS to de-identify PHI created or received by MMS 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 MMS to the extent permitted under applicable law, for consideration or otherwise.
- 3. Safeguards Against Misuse of PHI.** MMS 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.** MMS 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.** MMS 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 MMS; provided that, upon Customer's written request, MMS will provide an aggregate report of the number of such trivial occurrences.
- 6. Reporting of Disclosures of PHI.** MMS 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.** MMS 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 MMS pursuant to this Amendment. In addition, MMS 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.** MMS 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 MMS 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.** MMS shall indemnify Customer for any costs or expenses incurred in connection with claims asserted against Customer that arise as a result of MMS's gross negligence or willful misconduct in handling Customer's PHI.

10. Assisting with Patients' Rights. MMS 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 MMS possesses PHI that constitutes a Designated Record Set, MMS agrees, at Customer's sole cost and expense, (i) to make available PHI necessary for Customer to respond to individual's 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 MMS 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 MMS, MMS 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 MMS 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 MMS with PHI. Customer also agrees to inform MMS 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 MMS 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 MMS 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 MMS 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, MMS shall return, destroy or de-identify all PHI received from, or created or received by MMS on behalf of, Customer, that remains in MMS's possession or control and retain no copies of that PHI, or if the return or destruction is not feasible in MMS'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.

IN WITNESS HEREOF, the parties have executed this Agreement on the date stated below.

"Client"

"MMS"

Name: _____

WTA Medical Management Solutions, LTD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____