



4602 Cumberland Rd.
 Fayetteville, NC
 28306
 Phone: 910-424-0227
 Fax: 910-423-5538
 www.dibbsolutions.com

Technical Support Agreement

This Technical Support Agreement (“Agreement”) is entered into by and between Dibb Solutions and the customer identified below (“Customer”). This Agreement shall be effective upon the date accepted by Dibb Solutions, as evidenced by Dibb Solutions’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:

PRACTICENAME: _____

STREETADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

SHIPPINGADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

PRIMARYCONTACT: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

ProductVersion#: _____ (I.E.V12ORV16)

Check here if you would like Dibb Solutions to contact your office prior to this support agreement expiring to ensure uninterrupted software support.

Contract Information: Please check Agreement period:

	Standard Support
3 Month <input type="checkbox"/>	\$600
6 Month <input type="checkbox"/>	\$800
12 Month <input type="checkbox"/>	\$1400
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Dibb Solutions shall provide standard technical support services (“Standard Support”) 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, or Communications Manager.

Standard 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. If it is determined that data corruption is causing the problem, a technical support person may suggest that file repair be done at an additional charge beyond the normal pricing listed above. Data conversion in connection with upgraded software (like product to like product) also is available for an additional charge.

Customer understands that Dibb Solutions’s sole obligation under this Agreement is to provide the technical support services described above. Dibb Solutions 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. Dibb Solutions cannot guarantee that any issue resolution will be completed in a set amount of time. Dibb Solutions shall provide the technical support services described within this Agreement during Dibb Solutions’s business hours, which are Monday-Friday, 8:00 a.m. to 5 p.m. Central time, except holidays. Customer understands that Dibb Solutions will keep Customer’s data, to which it has access during problem resolution, secure and confidential in accordance with Dibb Solutions’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. Dibb Solutions’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 DIBB SOLUTIONS BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CAUSED BY DIBB SOLUTIONS’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 relating to the services provided herein must be sent in writing to Dibb Solutions within 30 days from the date of the alleged breach by Dibb Solutions. Dibb Solutions 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.

Dibb Solutions 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 Dibb Solutions 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 Dibb Solutions 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 Number: _____ Expiration Date: (MM/YYYY) _____	
CVV2: _____	
Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard	
Cardholder Signature: _____	Cardholder Name: (PRINTED) (as it appears on card) _____

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

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"). Dibb Solutions 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. Dibb Solutions 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 Dibb Solutions's business, (iii) to carry out Dibb Solutions's legal responsibilities, or (iv) as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, Dibb Solutions reserves the right at its sole discretion to disclose an Individual's 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 Dibb Solutions to aggregate and/or de-identify PHI created or received by Dibb Solutions on behalf of Customer, provided that the aggregation and/or de-identification conforms to the requirements of the Privacy Rule. The resulting information may be used and disclosed by Dibb Solutions to the extent permitted under applicable law, for consideration or otherwise.
3. Safeguards Against Misuse of PHI. Dibb Solutions 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. Dibb Solutions 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. Dibb Solutions 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 Dibb Solutions; provided that, upon Customer's written request, Dibb Solutions will provide an aggregate report of the number of such trivial occurrences.
6. Reporting of Disclosures of PHI. Dibb Solutions 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. Dibb Solutions 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 Dibb Solutions pursuant to this Amendment. In addition, Dibb Solutions 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. Dibb Solutions 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 Dibb Solutions 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. Dibb Solutions shall indemnify Customer for any costs or expenses incurred in connection with claims asserted against Customer that arise as a result of Dibb Solutions's gross negligence or

willful misconduct in handling Customer's PHI.

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

