BUSINESS SUPPORT AGREEMENT

SUPPORTTHEDESK, LLCTM
PO BOX 1653
QUEEN CREEK AZ, 85142
TAX ID: 86-1619179
WWW.SUPPORTTHEDESK.COM
VERSION 11.2.22

1. THIS AGREEMENT OF CLIENT SUPPORT IS MADE AS OF 11/07/2022 , BY AND BETWEEN THE UNDERSIGNED BUSINESS/CLIENT AND SUPPORTTHEDESK.COM/SUPPORT THE DESK, LLC TM [SD].

2. BUSINESS INFORMATION

THE NAME OF THE BUSINESS IS:	AUSTIN OB/GYN ASSOCIATES
THE OWNER OF THE BUSINESS (NAME) IS:	DR. LAURA DOWNING
THE ADDRESS OF THE CLIENT IS:	2911 MEDICAL ARTS SQUARE BUILDINGS 2 & 3 AUSTIN TEXAS
THE EMAIL ADDRESS OF THE CLIENT IS:	LAURA.DOWNING2004@GMAIL.COM
THE TAX ID OF THE CLIENT IS:	

3. TERM
   - 3.1. THE CLIENT SUPPORT AGREEMENT SHALL BEGIN ON 11/07/2022 AND SHALL CONTINUE FOR 1 YEAR TO 11/07/2023
   - 3.2. AT THE END OF THE TERM OF THIS AGREEMENT, THE SUPPORT SERVICES SHALL AUTO RENEW FOR AN ADDITIONAL 12 MONTHS CONTINUOUSLY EACH YEAR AFTER.
   - 3.3. NO NEW SUPPORT AGREEMENT WILL BE REQUIRED TO CONTINUE SUPPORT.
   - 3.4. THE MOST UP TO DATE TERMS OF THE CLIENT SUPPORT AGREEMENT IN EFFECT ARE AVAILABLE FOR VIEW ON OUR WEBSITE.
   - 3.5. THE FIRST DAY OF SUPPORT IS RECOGNIZED AS THE DATE THE SUPPORT AGREEMENT IS SIGNED.
   - 3.6. THE AUTO RENEWAL OF THIS SUPPORT AGREEMENT WILL BE LISTED ON THE INVOICE ON THE ANNUAL ANNIVERSARY OF THIS AGREEMENT AND ACCEPTANCE WILL BE SIGNIFIED THROUGH PAYMENT OF SUCH INVOICE.

4. ONBOARDING
   - 4.1. ONBOARDING IS KNOWN AS THE TIME BETWEEN WHEN THE SUPPORT AGREEMENT IS SIGNED, ONBOARDING FORM COMPLETED AND THE FIRST INVOICE PAID AND THE GO LIVE DATE. THE ONBOARDING PROCESS IS THE TIME WHERE REMOTE ACCESS IS INSTALLED, STEP 1 THROUGH STEP 6 TAKE PLACE, CLIENT IS ESTABLISHED IN SD DATABASE, PHONE LINES SECURED, SD TEAM IS TRAINED ON PROTOCOLS AND EXPECTATION OF OFFICE, GATHERING OF ALL DATA IS COMPLETED AND MORE.
   - 4.2. ONBOARDING IS A MINIMUM OF 10 (TEN) BUSINESS DAYS.
   - 4.3. ONBOARDING WILL BE FROM 11/08/2022 TO 11/22/2022 (ESTIMATED).
   - 4.4. GO LIVE DATE IS KNOWN AS THE DATE SUPPORT WILL BEGIN. THE ESTIMATED DATE IS 11/23/2022
   - 4.5. ALL INFORMATION REQUESTED FROM SUPPORT THE DESK, LLC TM MUST BE RECEIVED WITHIN 48 BUSINESS HOURS FROM THE TIME OF REQUEST. IF ITEMS REQUESTED DURING ONBOARDING ARE RECEIVED LATER THAN 48 HOURS AFTER INITIAL REQUEST, ONBOARDING TIME FRAME AND GO LIVE DATES ARE SUBJECT TO CHANGE.

4.6. IN THE EVENT GO-LIVE DATE CHANGES FOR ANY REASON, NO MODIFICATIONS TO BILLING WILL BE MADE.

5. PURPOSE

5.1. THE PURPOSE OF THIS CLIENT AGREEMENT SHALL BE FOR SD TO SUPPORT IN THE FOLLOWING CATEGORIES: (SELECT ALL THAT APPLY TO THIS AGREEMENT)

✔	PHONE SUPPORT: AFTER HOURS	✔	PHONE SUPPORT: DURING BUSINESS HOURS + COMMISSION
✔	MEDICAL BILLING FOR MEDICAL + COMISSION		MEDICAL BILLING FOR DENTAL + COMISSION
	INSURANCE ELIGIBILITY SUPPORT FOR DENTAL	✔	INSURANCE ELGIBIITY SUPPORT FOR MEDICAL
	ACCOUNTS RECEIVABLES | BILLING (GENERAL)		
	VIRTUAL ASSISTING		
	CREDENTIALING	PROVIDER(S) + (4) $499/MONTH PER PROVIDER	

6. COST OF SUPPORT

6.1. THE CLIENT AGREES TO PAY

THIS AMOUNT INCLUDES THE COST FOR ALL SUPPORT SERVICES SELECTED IN 5.1	
CLIENT AGREES TO PAY MONTHLY:	$12,200
TOTAL COST FOR TWELVE MONTHS OF SUPPORT:	$146,400
CLIENT AGREES TO PAY ANNUAL TECHNOLOGY FEES OF:	+ (6) $249/YEAR TECHNOLOGY FEE
MONTHLY AUTOMATIC WITHDRAW WILL BE:	7TH EACH MONTH

6.2. MERCHANT PROCESSING FEES ARE CHARGED TO THE CLIENT WHEN A CREDIT CARD IS USED FOR PAYMENT OF SUPPORT. A MERCHANT FEE OF 3.8% + $0.25 PER INVOICE WILL BE ADDED TO THE TOTAL FEE.

6.3. INVOICES ARE DUE EVERY MONTH ON THE SAME NUMERICAL DATE THE CLIENT SUPPORT AGREEMENT HAS BEEN CREATED UNLESS INITIAL PAYMENT IS MADE ON THE 29TH, 30TH OR 31ST OF THE MONTH. IN THIS CASE, THE PAYMENT WILL BE PROCESSED ON THE 28TH DAY OF EACH MONTH. FOR EXAMPLE, IF THE AGREEMENT STARTS ON THE 7TH OF THE MONTH, EVERY MONTH ON THE 7TH PAYMENT FOR SERVICES IS DUE. IF THE PAYMENT DATE FALLS ON A NON-BUSINESS DAY, THE PAYMENT FOR THAT MONTH'S SUPPORT WILL BE RUN ON THE NEAREST BUSINESS DAY BEFORE THE DUE DATE. FOR EXAMPLE, IF THE PAYMENT IS DUE ON THE 7TH AND THE 7TH DAY FALLS ON A SATURDAY, THE PAYMENT WILL BE PROCESSED ON THE 6TH, A FRIDAY.

6.4. SD WILL PROCESS THE MONTHLY FEE WITH THE CREDIT CARD ON FILE OR ACH ACCOUNT INFORMATION ON FILE ON THE DATE REFLECTED ON THE INVOICE. PROCESSING FOR ALL PAYMENTS BEGIN THE DATE THE INVOICE IS GENERATED. INVOICES ARE GENERATED 2 DAYS IN ADVANCE OF THE DUE DATE.

6.5. COMMISSIONS EARNED. PHONE SUPPORT SERVICES SELECTED BY THE CLIENT GENERATE A 7% COMMISSION TO SD MONTHLY ON THE INITIAL APPOINTMENT. ALL PROCEDURES CHARGED OUT ON THE DATE OF THE APPOINTMENT SCHEDULED ARE INCLUDED IN COMMISSIONS EARNED. PAYMENT OF COMMISSIONS IS PAID ON NET REVENUE WHEN THE PATIENT/CUSTOMER ARIS CHARGED FOR SERVICES. MEDICAL BILLING COMISSIONS ARE CHARGED AT 2% IN ADDITION TO THE MONTHLY FLAT FEE. COMISSIONS ARE PAID TO SD FOR ALL MEDICAL CLAIMS WE RESEARCH, FILE, OR APPEAL. COMISSION IS CALCULATED BY AMOUNT RECEIVED X 2%. AUDIT OF COMISSIONS IS SENT 2 DAYS PRIOR TO CHARGING FOR REVIEW.

6.6. SUPPORT FEES BUNDLED ARE CALCULATED BASED ON THE AVERAGE PRODUCTION LEVEL THEY ARE INITIALLY ENROLLED AT. SUPPORT BUNDLED SERVICES INCREASE IN INCREMENTS OF $250-$500 PER MONTH PER $20,000 IN PRODUCTION. SUPPORT FEES ARE EVALUATED EVERY 12 MONTHS OR ON THE ANNUAL ANNIVERSARY OF THE SUPPORT START DATE. THE AMOUNT LISTED IN THE AGREEMENT IS FIXED FOR THE TERM OF THE AGREEMENT.

6.7. SUPPORT FEES ARE CHARGED AT THE FIRST DATE OF ONBOARDING AND THEN AGAIN ONE MONTH LATER AS DEFINED IN SECTION 6.3

6.8. PAYMENT FOR THE FIRST MONTH OF SUPPORT THE DESK, LLC WHEN THE FIRST ENROLLING IS DUE THE DAY BEFORE ONBOARDING BEGINS. THIS MEANS YOUR FIRST MONTH'S PAYMENT WILL BE FOR 10 BUSINESS DAYS (ESTIMATED) OF ONBOARDING AND THE REMAINDER OF THE FIRST FISCAL MONTH OF SUPPORT. THE FIRST FISCAL MONTH WILL NOT INCLUDE A FULL MONTH OF SUPPORT THE DESK, LLC SERVICES.

6.9. IN THE EVENT THE CLIENT HAS ENROLLED IN SUPPORT THE DESK, LLC FOR THE SERVICES OF CREDENTIALING SUPPORT, THEY WILL BE REQUIRED TO PAY THE FULL 12 MONTHS OF CREDENTIALING SUPPORT. IN THE EVENT THEY WISH TO DISCONTINUE SUPPORT WITH DUPPORT THE DESK, LLC BEFORE THE 12 MONTHS AGREEMENT BEING FULFILLED, THEY WILL BE REQUIRED TO PAY OUT THE REMAINDER OF THE 12 MONTH AGREEMENT FOR ALL REMAINING MONTHS OF CREDENTIALING SUPPORT ON THE FINAL 30-DAY NOTICE INVOICE.

6.10. SUPPORT SERVICES COST ARE EVALUATED EVERY 6-12 MONTHS TO ENSURE BOTH CLIENT AND SD ARE FAIRLY TREATED ON BOTH SIDES OF THE AGREEMENT. IN THE EVENT THERE IS A CHANGE WITH EITHER PARTY, NOTICE WILL BE PROVIDED TO THE CLIENT. CLIENT AGREES TO THE POSSIBILITY OF BI-ANNUAL EVALUATIONS SHOULD THE GROWTH OF THE OFFICE INCREASE.

7. REPORTING AND ACCOUNTABILITY

7.1. DAILY ACCOUNTABILITY REPORTING BASED ON SUPPORT SERVICES ENROLLED IN ARE TO BE PROVIDED BY SD TO CLIENT. THIS IS CALLED THE DAILY RECAP.

7.2. REPORTING ON RENDERED SERVICES IS SENT TO THE CLIENT BY 9AM PST THE FOLLOWING BUSINESS DAY AFTER SERVICES HAVE BEEN RENDERED. THE REPORT INCLUDES:

- 7.2.1. VIRTUAL ASSISTING DUTIES RECAP
- 7.2.2. BILLING ACTIVITIES PERFORMED
  - 7.2.2.1. PAYMENTS POSTED
  - 7.2.2.2. CLAIMS RESEARCHED
  - 7.2.2.3. CLAIMS SENT
- 7.2.3. INSURANCE ELIGIBILITY ACTIVITIES PERFORMED
  - 7.2.3.1. QUANTITY OF PATIENTS VERIFIED
  - 7.2.3.2. LIGHTENING LANE VERIFICATIONS
  - 7.2.3.3. STATISTICS ON ALL ACTIVITIES
- 7.2.4. CALL CENTER ACTIVITIES PERFORMED
  - 7.2.4.1. INBOUND CALL/TEXT/EMAIL DETAILS
  - 7.2.4.2. OUTBOUND CALL/TEXT/EMAIL DETAILS
  - 7.2.4.3. OUTBOUND ACTIVITIES TO SET APPOINTMENTS AND CONFIRM APPOINTMENTS
  - 7.2.4.4. 3RD PARTY COMMUNICATION RECAP DETAILS

7.3. SD MONITORS AND REPORTS ALL TASKS AS DEFINED IN BROCHURE OF SERVICES DAILY VIA DAILY RECAP REPORT. SD COMMITS TO ACCURATE REPORTING AND COMPLETION OF ALL TASKS AS DEFINED IN THE ATTACHED BROCHURE OF SERVICES.

7.4. ELIGIBILITY VERIFICATIONS WILL BE COMPLETED IN THE ORDER THEY ARE PULLED FROM THE SYSTEM. ONCE A FULL DAY IS COMPLETED SD WILL NOT GO BACK AND LOOK FOR NEW PATIENTS. IF NEW PATIENTS ARE ADDED TO THE SCHEDULE A LIGHTENING LANE FORM MUST BE SUBMITTED.

8. CANCELLATION

8.1. IN THE EVENT THE CLIENT DECIDES TO DISCONTINUE SERVICES THE FOLLOWING TERMS APPLY. 8.2. THE TIME LIMIT OF **90 DAYS** FROM THE INITIAL DATE OF SUP 90 DAYS IST BE STILL IN EFFECT AND CANNOT EXCEED THE DATE OF:

FINAL DATE NOTICE CAN BE GIVEN:	02/05/2023

8.3. IF THE CLIENT IS OUTSIDE OF THE 90 DAYS WINDOW, THEY ARE NOT ELIGIBLE TO CANCEL SERVICES WITH A 30-DAY NOTICE.

8.4. SD REQUIRES A 30-DAY ADVANCE NOTICE (WHEN THE CLIENT IS WITHIN THE INITIAL **90** 90 DAYS SUPPORT).

8.5. THE CLIENT AGREES TO PAY FOR 1 (ONE) ADDITIONAL MONTH OF SUPPORT SERVICES EQUALLING THE FEE NOTED IN SECTION 6.

8.6. THE CLIENT MUST PROVIDE A 30-DAY VERBAL AND WRITTEN NOTICE BEFORE CANCELLATION. THIS REQUEST MUST BE FROM THE OWNER OF THE COMPANY OR AUTHORIZED PERSON(S) WHO INITIALLY SIGNED THE CONTRACT FOR SUPPORT.

8.7. ONCE NOTICE IS GIVEN BY THE CLIENT THE FOLLOWING TERMS APPLY FOR FUTURE INVOICES.

8.8. THE CLIENT IS RESPONSIBLE TO ALWAYS PAY ONE ADDITIONAL INVOICE.

8.9. SERVICES WILL BE RENDERED BY SD FOR ALL REMAINING DAYS OF PAYMENT APPLIED.

8.10. IF NOTICE GIVEN FALLS ON THE CURRENT INVOICE DAY THE CLIENT MUST STILL PAY ONE ADDITIONAL MONTH OF SUPPORT AND IT WOULD REQUIRE A TOTAL OF 60 DAYS REMAINING BEFORE SUPPORT ENDED.

8.11. THE 30 DAYS NOTICE PROVIDED CAN BE WITH OR WITHOUT SUPPORT SERVICES RENDERED BY SUPPORT THE DESK, LLC TM.

8.12. PAYMENT FOR A FINAL 30 OR 60 DAYS (DEPENDING ON THE DATE) IS ALWAYS APPLICABLE.

8.13. SUPPORT THE DESK, LLC TM WILL CHARGE THE ACCOUNT INFORMATION ON FILE WITH THE FINAL BALANCE (1 MONTH OF SUPPORT) UPON NOTICE GIVEN SO AS LONG AS IT IS WITHIN THE DATE LISTED FOR NOTICE TO BE GIVEN.

8.14. IN THE EVENT SD DETERMINES IT IS IN THE BEST INTEREST OF SD TO DISCONTINUE THE CLIENT'S SUPPORT, WE WILL PROVIDE THE CLIENT A 30-DAY NOTICE AND REQUIRE THE CLIENT TO PAY FOR THE FINAL MONTH OF SERVICE.

8.15. NOTICE TO END SUPPORT CAN BE FOLLOWED THROUGH WITH OR WITHOUT SUPPORT SERVICES RENDERED BY SUPPORT THE DESK, LLC TM. PAYMENT FOR REMAINING MONTHS OF AGREEMENT WILL STILL BE CHARGED.

8.16. IF THE CLIENT ENDS SUPPORT AFTER THE INITIAL 90 DAYS CUT OFF TIME PERIOD, THEY WILL STILL BE REQUIRED TO PAY OUT ALL THE REMAINING MONTHS OWED ON CONTRACT, WITH OR WITHOUT SERVICES RENDERED.

8.17. FOR NOTICE GIVEN BY THE CLIENT OUTSIDE OF THE 9 90 DAYS VIE PERIO SUPPORT THE DESK, LLC TM WILL CHARGE THE ACCOUNT INFORMATION ON FILE WITH THE FINAL BALANCE FOR THE FULL AMOUNT DUE ON THE DATE NOTICE IS GIVEN.

8.18. ONCE NOTICE TO CANCEL SUPPORT SERVICES IS RECEIVED, THE CLIENT MAY DECIDE TO RESUME SUPPORT SERVICES.

8.19. IF THE CLIENT RESUMES SUPPORT SERVICES THE EXISTING SUPPORT AGREEMENT REMAINS IN EFFECT.

9. FEES AND INTEREST

9.1. A 1.5% MONTHLY INTEREST CHARGE BEGINS ACCRUING 1 DAYS AFTER INVOICE NON-PAYMENT.

9.2. NON-PAYMENT IS DEFINED AS A DECLINED, RETURNED OR DISPUTED PAYMENT.

9.3. STOP PAYMENTS, DECLINED TRANSACTIONS OR OTHER METHODS OF DECLINING OR WITHHOLDING PAYMENT WHEN PROCESSED ARE SUBJECT TO A 1.5% ADMINISTRATIVE FEE OF THE TOTAL BALANCE.

9.4. THE ANNUAL FEE FOR TECHNOLOGY IS $249.00 PER YEAR PER CONNECTION NEEDED.

9.5. TECHNOLOGY FEES ARE CHARGED ANNUALLY ON THE ANNIVERSARY DATE OF THE SUPPORT AGREEMENT.

9.6. THE TECHNOLOGY FEE IS CHARGED TO ALL CLIENTS REGARDLESS OF WHETHER THEY HAVE THEIR OWN REMOTE ACCESS, VPN, OR IF THEY HAVE A CLOUD-BASED PROGRAM.

9.7. THE TECHNOLOGY FEE INCLUDES SCREEN MONITORING AND RECORDING, ONLINE STORAGE, USE OF TEAMS APPLICATION, REMOTE ACCESS, IMMEDIATE INSURANCE VERIFICATION SYSTEM, AUTOMATION NOTIFICATIONS, AND RECORDING OF ALL INCOMING AND OUTGOING PHONE CALLS.

9.8. IN THE EVENT THE CLIENT LEAVES SUPPORT THE DESK, LLC TM BEFORE THE END OF THE 12 MONTH AGREEMENT, THERE WILL BE NO ARTIAL REFUNDS OF THE REMOTE ACCESS FEE UNDER ANY CIRSCUMSTANCE. ALL ACCESS WILL BE REMOVED AND THE CLIENT CANNOT RETAIN.

9.9. FEES ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE.

10. REMOTE SERVICES AND EMPLOYEES

10.1. CLIENT AGREES SD SUPPORT IS PROVIDED REMOTELY TO CLIENT.

10.2. CLIENT AGREES SD SUPPORT MAY BE PROVIDED TO CLIENT FROM EMPLOYEES INSIDE OF THE UNITED STATES OF AMERICA OR OUTSIDE OF THE UNITED STATES OF AMERICA.

11. REQUIRED INFORMATION

11.1. CLIENT AGREES TO PROVIDE SD WITH ALL INFORMATION NECESSARY TO PROPERLY COMPLETE ALL SUPPORT SERVICES. THIS ALSO MAY INCLUDE PRIVATE AND CONFIDENTIAL BUSINESS INFORMATION. THIS ALSO MAY INCLUDE USERNAMES, PASSWORDS, AND ACCESS TO PRIVATE PATIENT INFORMATION AND HIPAA PROTECTED DOCUMENTATION AND INFORMATION FOR PATIENT USE OR PRACTICE USE.

12. PAYMENTS

12.1. SD UTILIZES AN ONLINE INVOICING COMPANY CALLED QUICKBOOKS. FOR ALL CLIENTS WE OBTAIN A CREDIT CARD OR BANK ACCOUNT TO DRAFT ACH DEBIT, TO KEEP ON FILE FOR SERVICES TO BE CHARGED ON THE DATE OF EACH INVOICE. BY SIGNING THIS FORM, THE CLIENT AGREES TO SD AUTOMATICALLY RUNNING THEIR CREDIT CARD ON FILE OR PROCESSING THEIR BANK ACCOUNT ACH DEBIT FOR EACH MONTHLY TRANSACTION WHERE SUPPORT SERVICES ARE ENROLLED. THE CLIENT FURTHER AGREES THAT THEY HAVE PROVIDED SD WITH THEIR CREDIT CARD INFORMATION OR BANK ACCOUNT ACH INFORMATION TO BE USED SOLELY FOR THE PURPOSE OF PROCESSING PAYMENTS FOR SUPPORT SERVICES RENDERED.

12.2. ANY PAYMENT INFORMATION KEPT IN OUR CLIENT'S PROFILE WITHIN SUPPORT THE DESK, LLC TM CAN BE USED TO PROCESS PAYMENTS OR UNPAID BALANCES.

12.3. CLIENT IS OFFERED THEIR PREFERRED TYPE OF PAYMENT METHOD AT ENROLLMENT.

12.4. NO REFUNDS ARE ISSUED UNDER ANY CIRCUMSTANCE WHATSOEVER. THERE ARE NO PRO-RATIONS OR PARTIAL REFUNDS ISSUED UNDER ANY CIRCUMSTANCE WHATSOEVER.

12.5. THERE ARE NO FUTURE CREDITS ON INVOICES FOR OPTED OUT SUPPORT BY THE CLIENT ONCE ENROLLED.

12.6. CLIENT AGREES THEY FORFEIT THEIR RIGHT TO DISPUTE CHARGES PROCESSED TO METHOD OF PAYMENTS LISTED BELOW AS IT PERTAINS TO THIS AGREEMENT AND THE SPECIFIC FEES AGREED UPON. PAYMENT METHODS LISTED WILL BE PROCESSED IMMEDIATELY TO OBTAIN ANY OUTSTANDING BALANCE ONLY AS IT PERTAINS TO THIS AGREEMENT FOR ANY FEES OR INTEREST CHARGES ASSOCIATED WITH THE DISPUTE AND ANY OTHER FEES INCURRED BY SD. SD CANNOT PROCESS ANY PAYMENT FOR AMOUNTS OTHER THAN THOSE EXPRESSLY AGREED UPON IN THIS SUPPORT AGREEMENT.

12.7. ANY PAYMENT PROCESSED AT ENROLLMENT OF SERVICES IS NON-REFUNDABLE, INCLUDING IN THE EVENT OF THE BUSINESS DECIDING THEY DO NOT WANT TO ENROLL IN SUPPORT SERVICES BEFORE GO LIVE DATE OCCURS. ALL FEES PAID WILL BE FORFEITED AND THE CLIENT MUST ADHERE TO THE TERMS OF CANCELLATION AS NOTED IN SECTION 8.

12.8. PRE-PAYMENT IN FULL FOR 12 MONTHS OF SUPPORT WILL RECEIVE A DISCOUNT ON THE FULL PREPAYMENT AMOUNT. THE DISCOUNT WILL EQUAL 5% OF THE TOTAL ANNUAL PAYMENT NOT TO EXCEED $10,000.00.

12.9. PRE-PAYMENTS ARE NON-REFUNDABLE UNDER ANY CIRCUMSTANCE. PRE-PAYMENTS IN FULL FOR 12 MONTHS OF SUPPORT WILL NOT BE ELIGIBLE FOR A REFUND, PARTIAL REFUND, ACCOUNT CREDIT OR ADDITIONAL DISCOUNTS.

12.10. PAYMENTS MAY BE PROCESSED ANY TIME FROM THE DATE THE INVOICE IS SENT TO THE DATE THE INVOICE IS DUE AND UP TO 5 BUSINESS DAYS AFTER THE INVOICE IS DUE. THIS MAY SHOW AS PENDING IN YOUR BANK ACCOUNT OR CREDIT CARD ACCOUNT.

12.11. NON-PAYMENT, DECLINED, RETURNED, BOUNCED, DISPUTED PAYMENTS EXCEEDING FIVE DAYS LATE WITH NO CONTACT FROM CLIENT WILL BE AUTOMATICALLY SENT TO COLLECTIONS. ONCE THE ACCOUNT IS SENT TO COLLECTIONS. FURTHER CONTACT WILL ONLY BE ALLOWED WITH THE COLLECTION AGENCY AND ATTORNEY. PSI – PRESTIGE SERVICES, INC. 21214 SCHOFIELD DRIVE, GRETNA, NE 68028 P: 800-523-2797 F:402-916-9148.

13. ACH DEBIT, CREDIT/DEBIT CARD TRANSACTION DISCLAIMER

13.1. I, THE CLIENT/BUSINESS, UNDERSTAND THAT PAYMENT WILL TAKE PLACE ON THE DATE SPECIFIED FOR EACH INVOICE RECEIVED. I UNDERSTAND THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL I CLIENT/BUSINESS CANCEL IT IN WRITING, AND I AGREE TO NOTIFY SD IN WRITING OF ANY CHANGES IN MY ACCOUNT INFORMATION OR TERMINATION OF THIS AUTHORIZATION AT LEAST 15 DAYS BEFORE THE NEXT BILLING DATE. IF THE ABOVE NOTED PERIODIC PAYMENT DATES FALL ON A WEEKEND OR HOLIDAY, I UNDERSTAND THAT THE PAYMENT MAY BE EXECUTED ON THE EARLIEST BUSINESS DAY BEFORE THE DATE DUE. I UNDERSTAND THAT BECAUSE THIS IS AN ELECTRONIC TRANSACTION, THESE FUNDS MAY BE WITHDRAWN FROM MY ACCOUNT AS SOON AS THE PAYMENT INFORMATION IS RECEIVED, AND INVOICES ARE REFLECTED AS 'VIEWED'.THE CASE OF AN ACH TRANSACTION BEING REJECTED FOR NON-SUFFICIENT FUNDS; I UNDERSTAND THAT SD MAY AT ITS DISCRETION ATTEMPT TO PROCESS THE CHARGE AGAIN WITHIN 30 DAYS AND IT MAY INCLUDE AN ADDITIONAL FEE FOR NON-PAYMENT UP TO $100 PER DECLINE OR RETURNED CHECK. I ACKNOWLEDGE THAT THE ORIGINATION OF ACH TRANSACTIONS TO MY ACCOUNT MUST COMPLY WITH THE PROVISIONS OF U.S. LAW. I AGREE NOT TO DISPUTE THIS RECURRING BILLING WITH MY BANK SO LONG AS THE TRANSACTIONS CORRESPOND TO THE TERMS INDICATED IN THIS AUTHORIZATION AGREEMENT.

14. PCI & HIPAA COMPLIANCE
    14.1. SD ABIDES BY THE FEDERAL LAW SET FORTH FOR SECURE SERVER REMOTE ACCESS. OUR DEDICATED TECH TEAM DEPARTMENT IS AVAILABLE TO DISCUSS WITH YOUR INFORMATION TECHNOLOGY DEPARTMENT TO MEET STANDARDS.

    14.2. ALL COMMUNICATIONS REGARDING PHI AND HIPAA ARE DONE SO THROUGH OUR TEAMS APPLICATION. DOWNLOAD OF THIS IS REQUIRED BY YOUR BUSINESS SO WE CAN SAFELY DISCUSS PATIENT/CUSTOMER INFORMATION.
    14.3. HIPPA/PHI/PCI COMPLIANCE SOFTWARE IS NOT PROVIDED BY SD.
    14.4. THE ANNUAL FEE FOR TECHNOLOGY IS $249.00 PER REMOTE CONNECTION NEEDED.
    14.5. THIS FEE IS CHARGED TO ALL CLIENTS REGARDLESS OF IF THEY HAVE THEIR OWN REMOTE ACCESS, VPN, OR IF THEY HAVE A CLOUD-BASED PROGRAM.
    14.6. THE $249.00 PER CONNECTION COVERS PLATFORMS USED TO SUPPORT THE CLIENT INCLUDING SCREEN MONITORING AND RECORDING, ONLINE STORAGE, PHONE CALLS INCOMING AND OUTGOING RECORDED, 3RD PARTY COMMUNICATION SYSTEMS FOR HIPPA COMPLIANCE, RECAP REPORTING, AND REMOTE ACCESS.
    14.7. THIS FEE IS CHARGED PER REMOTE ACCESS WE NEED TO STAFF THE OFFICE. FOR EXAMPLE, IF WE REQUIRE TWO LOGINS TO COMPLETE THE TASKS, TWO $249.00 FEES WILL BE ASSESSED ANNUALLY. IN THE EVENT BUSINESS LEAVES SUPPORT THE DESK LLC, TM BEFORE THE END OF THE 12 MONTH AGREEMENT, THERE WILL BE NO PARTIAL REFUNDS OF THE TECHNOLOGY FEE UNDER ANY CIRSCUMSTANCE. ALL ACCESS WILL BE REMOVED AND THE BUSINESS CANNOT RETAIN ANY ACCESS.
    14.8. IN ORDER TO REMAIN IN COMPLIANCE SD EXPRESSLY REQUESTS THE CLIENT COMMUNICATE WITH OUR TEAM IN OUR HIPAA COMPLIANT PLATFORM. DO NOT EMAIL PATIENT SPECIFIC INFORMATION OR REQUESTS.

15. INACCESSIBLITY
    15.1. CLIENT AGREES TO ALLOW SD REMOTE ACCESS TO THE DETICATED WORKSTATIONS AS DETERMINED IN ONBOARDING.
    15.2. ALL WORKSTATIONS MUST BE AVAILABLE FOR SD TO WORK FROM 24 HOURS EACH DAY.
    15.3. SD IS NOT RESPONSIBLE FOR INACCESSIBLE WORKSTATIONS OR SOFTWARE OR LACK OF WORK DUE TO INACCESSIBILITY.
    15.4. CLIENT AGREES TO NOTIFY SD IF THERE WILL BE ANY REQUIRED SHUT DOWN OF THEIR SYSTEM/COMPUTER/TECH NOLOGY/3RD PARTY SYSTEMS AT LEAST 24 HOURS IN ADVANCE.
    15.5. CLIENT UNDERSTANDS SD IS NOT RESPONSIBLE FOR WORK NOT ACCOMPLISHED DURING THIS TIME DUE TO CLIENTS' DOWNTIME OF TECHNOLOGY.
    15.6. THERE ARE NO REFUNDS, CREDITS OR PRORATION DUE TO DOWNTIME OF WORKSTATIONS, SOFTWARE OR COMPUTERS.

16. NON-DISPARAGEMENT
    16.1. DURING THE TERM OF THIS SUPPORT AGREEMENT, AND THROUGH AUTOMATIC RENEWAL AND THEREAFTER, CLIENT SHALL NOT MAKE ANY DISPARAGING REMARKS, OR ANY REMARKS THAT COULD REASONABLY BE CONSTRUED AS DISPARAGING, REGARDING SD, ITS SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, REPRESENTATIVES, OR AGENTS. SD SHALL, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAWS, RULES, OR REGULATIONS OR AS APPROPRIATE IN THE EXERCISE OF THE BOARD'S FIDUCIARY DUTIES (AS DETERMINED BY THE BOARD WITH ADVICE OF COUNSEL), EXERCISE REASONABLE EFFORTS TO CAUSE THE FOLLOWING INDIVIDUALS TO REFRAIN FROM MAKING ANY DISPARAGING STATEMENTS, ORALLY OR IN WRITING, REGARDING THE CLIENT FROM AND AFTER THE TERMINATION OF THE SUPPORT AGREEMENT PERIOD: SD' EXECUTIVE OFFICERS AND THE MEMBERS OF THE BOARD.

17. WARRANTY
    17.1. SD PROVIDES NO SUCH WARRANTY OR PROMISE TO MONETARY RESULTS FOR ANY BUSINESS.
    17.2. SD SUPPORTS EACH INDIVIDUAL BUSINESS BY COMPLETING TASKS AS DEFINED IN THE ATTACHED BROCHURE OF SERVICES.
    17.3. THE BUSINESS ACKNOWLEDGES THAT SD HAS NOT MADE AND WILL NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT THE SUPPORT OR SERVICES PROVIDED BY SD WILL RESULT IN ANY PARTICULAR AMOUNT OF REVENUES TO THE CLIENT OR INCOME TO ANY OWNER, EMPLOYEE OR OTHERWISE.
    17.4. ALL CONFIDENTIAL INFORMATION IS PROVIDED AS IS. SD MAKES NO WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

18. LIABILITY
    18.1. SD SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT CONSEQUENTIAL LOST PROFITS OR PUNITIVE DAMAGES.
    18.2. CLIENT ACKNOWLEDGES THAT SUPPORT THE DESK, LLC TM AND ITS EMPLOYEES ONLY PERFORMS INSURANCE VERIFICATION, ADJUDICATION, CLAIM STATUSING, PAYMENT POSTING, REACTIVATION, CONTINUING CARE, CONFIRMATION CALLS, CREDENTIALING SUPPORT, AND ONSITE/OFFSITE TRAINING, VIRTUAL ASSISTING, BUSINESS BILLING, ELECTRONIC STATEMENTS. CALL CENTER SUPPORT.
    18.3. SD IS NOT HELD LIABLE FOR ERRORS POSTED BY EMPLOYEES OF BUSINESS OR BUSINESSHIM/HERSELF. THEREFORE, CLIENT DOES NOT HOLD THE SD LIABLE FOR OUTCOMES, ERRORS OR OMISSIONS CONCERNING LEDGERS, TREATMENT CODING, OR PROCESSING.
    18.4. SD WILL NOT PAY OR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS. NO PROMISES, REPRESENTATION, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF SD WILL BE ENFORCEABLE AGAINST SD.

19. HOLD HARMLESS

19.1. THE BUSINESS SHALL FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPORT THE DESK, LLC TM FROM ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, CAUSES OF ACTION, LIABILITY, LOSS, DAMAGE AND/OR INJURY, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION ALL CLAIMS FOR MONETARY LOSS, PROPERTY DAMAGE, EQUITABLE RELIEF, PERSONAL INJURY AND/OR WRONGFUL DEATH), WHETHER BROUGHT BY AN INDIVIDUAL OR OTHER ENTITY, OR IMPOSED BY A COURT OF LAW OR BY ADMINISTRATIVE ACTION OF ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL BODY OR AGENCY, ARISING OUT OF, IN ANY WAY WHATSOEVER, ANY ACTS, OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT ON THE PART OF THE CLIENT BY SUPPORT THE DESK, LLC TM , ITS OFFICERS, OWNERS, PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS, INVITEES, OR VOLUNTEERS. THIS INDEMNIFICATION APPLIES TO AND INCLUDES, WITHOUT LIMITATION, THE PAYMENT OF ALL PENALTIES, FINES, JUDGMENTS, AWARDS, DECREES, ATTORNEYS' FEES, AND RELATED COSTS OR EXPENSES, AND ANY REIMBURSEMENTS TO THE CLIENT BY SUPPORT THE DESK, LLC TM FOR ALL LEGAL FEES, EXPENSES, AND COSTS INCURRED BY IT.

20. CONFIDENTIALITY

20.1. THE CONDITIONS OF THIS AGREEMENT AND ALL ASPECTS LEARNED FROM AND BY SD AND BUSINESS ARE CONFIDENTIAL.

20.2. IN THE EVENT EITHER PARTY WISHES TO SEPARATE THE RELATIONSHIP, THE COMPANIES MUTUALLY AGREE TO NOT SHARE OR DISCLOSE WITH ANY OTHER PARTY INTELLECTUAL PROPERTY OR TRADE SECRETS LEARNED THEREIN.

20.3. BUSINESS AGREES TO NOT PARTICIPATE IN EMPLOYEE POACHING OF SUPPORT THE DESK, LLC TM EMPLOYEES.

20.4. ALL INFORMATION ABOUT THE CLIENT AND SD ARE CONFIDENTIAL AND WILL BE USED TO SUPPORT YOUR DENTAL BUSINESS.

20.5. INFORMATION OBTAINED AND LEARNED FROM SD WILL NOT BE SHARED WITH ANY OTHER PARTY UNDER ANY CIRCUMSTANCES.

20.6. BUSINESS AGREES NOT TO COPY OR MODIFY ANY CONFIDENTIAL INFORMATION WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER.

20.7. THE BUSINESS SHALL PROMPTLY ADVISE SD IF THEY BECOME AWARE OF ANY POSSIBLE UNAUTHORIZED DISCLOSURE OR USE OF ANY SD INFORMATION, PROPERTY ETC.

20.8. IF IT IS CONFIRMED THE BUSINESS HAS DISCLOSED OR HAS THREATENED TO DISCLOSE CONFIDENTIAL INFORMATION IN VIOLATION OF THIS AGREEMENT, SD SHALL BE ENTITLED TO AN INJUNCTION TO RESTRAIN THE RECIPIENT FROM DISCLOSING THE CONFIDENTIAL INFORMATION IN WHOLE OR PARTIALLY. SD SHALL NOT BE PROHIBITED BY THIS PROVISION FROM PURSUING OTHER REMEDIES, INCLUDING A CLAIM FOR LOSSES AND DAMAGES.

21. INTELLECTUAL PROPERTY RIGHTS

21.1. UNLESS OTHERWISE INDICATED, OUR WEBSITE AND ALL DOCUMENTS RECEIVED FROM AND EXCHANGED FROM SUPPORT THE DESK, LLC TM IS OUR PROPRIETARY PROPERTY AND ALL SOURCE CODE, DATABASES, FUNCTIONALITY, SOFTWARE, DESIGNS, AUDIO, VIDEO, TEXT, PHOTOGRAPHS, GRAPHICS, PDF DOCUMENTS, WORD DOCUMENTS, GOOGLE DRIVE DOCUMENTS AND LINKS, SPREADSHEETS, WORKSHEETS AND ALL OTHER DOCUMENTS EXCHANGED ELECTRONICALLY ARE OWNED OR CONTROLLED BY US OR LICENSED TO US, AND ARE PROTECTED BY COPYRIGHT AND TRADEMARK LAWS AND VARIOUS OTHER INTELLECTUAL PROPERTY RIGHTS AND UNFAIR COMPETITION LAWS OF THE UNITED STATES, FOREIGN JURISDICTIONS, AND INTERNATIONAL CONVENTIONS.

22. TRANSFERABILITY

22.1. THIS AGREEMENT MAY ONLY BE TRANSFERRED BY THE BUSINESS UNDER THE SAME CONDITIONS, AND ONLY IN CONJUNCTION WITH THE TERMS OF THE EXISTING SUPPORT AGREEMENT CURRENTLY IN PLACE. THE AGREEMENT MAY ONLY BE TRANSFERRED IN THE EVENT OF THE SALE OR ACQUISITION BY ANOTHER DENTAL COMPANY OR DENTIST. IF THIS AGREEMENT IS SIGNED BY EITHER PARTY, SD MUST RECEIVE A LETTER IN WRITING (ELECTRONICALLY) AS OF THE SAME DATE. AT WHICH TIME, A PAYMENT UPDATE DIGITAL FORM WILL BE SENT TO THE CLIENT AND THE TRANSFER OF SUPPORT AGREEMENT WILL BE SELECTED THEREIN. UPON TRANSFER OF THE AGREEMENT, THE SUPPORT AGREEMENT WILL BE IN EFFECT AS OF THE DATE SIGNED AND WILL NOT INCLUDE A 90 DAY PERIOD TO GIVE NOTICE FOR SUPPORT. THE AGREEMENT WILL CONTINUE THROUGH THE ORIGINAL TERM OF THE ORIGINAL AGREEMENT AND WILL AUTO RENEW AS INDICATED.

23. BUSINESS ASSOCIATE AGREEMENT (BAA)

23.1. THIS PRIVACY AGREEMENT ("AGREEMENT") IS EFFECTIVE UPON SIGNING THIS AGREEMENT AND IS ENTERED INTO BY AND BETWEEN CLIENT ("COVERED ENTITY") AND SUPPORT THE DESK, LLC TM, THE ("BUSINESS ASSOCIATE").

23.2. TERM. THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE DURATION OF THIS AGREEMENT AND AUTOMATIC RENEWAL AND SHALL APPLY TO ALL OF THE SERVICES DELIVERED BY THE BUSINESS ASSOCIATE ACCORDING TO THIS AGREEMENT AND THE AUTOMATIC RENEWAL.

23.3. HIPAA ASSURANCES. IN THE EVENT BUSINESS ASSOCIATE CREATES, RECEIVES, MAINTAINS, OR OTHERWISE IS EXPOSED TO PERSONALLY IDENTIFIABLE OR AGGREGATE PATIENT OR OTHER MEDICAL INFORMATION DEFINED AS PROTECTED HEALTH INFORMATION ("PHI") IN THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 OR ITS RELEVANT REGULATIONS ("HIPAA") AND OTHERWISE MEETS THE DEFINITION OF BUSINESS ASSOCIATE AS DEFINED IN THE HIPAA PRIVACY STANDARDS (45 C.F.R. PARTS 160 AND 164), BUSINESS ASSOCIATE SHALL: (A) RECOGNIZE THAT HITECH (THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT OF 2009) AND THE REGULATIONS THEREUNDER (INCLUDING 45 C.F.R. SECTIONS 164.308, 164.310, 164.312 AND 164.316), APPLY TO A BUSINESS ASSOCIATE OF A COVERED ENTITY IN THE SAME MANNER THAT SUCH SECTIONS APPLY TO THE COVERED ENTITY; (B) NOT USE OR FURTHER DISCLOSE THE PHI, EXCEPT AS PERMITTED BY LAW; (C) NOT USE OR FURTHER DISCLOSE THE PHI IN A MANNER THAT HAD THE CLIENT DONE SO, WOULD VIOLATE THE REQUIREMENTS OF HIPAA; (D) USE APPROPRIATE SAFEGUARDS (INCLUDING IMPLEMENTING

ADMINISTRATIVE, PHYSICAL, AND TECHNICAL SAFEGUARDS FOR ELECTRONIC PHI) TO PROTECT THE CONFIDENTIALITY, INTEGRITY, AND AVAILABILITY OF AND TO PREVENT THE USE OR DISCLOSURE OF THE PHI OTHER THAN AS PROVIDED FOR BY THIS AGREEMENT; (E) COMPLY WITH EACH APPLICABLE REQUIREMENTS OF 45 C.F.R. PART 162 IF THE BUSINESS ASSOCIATE CONDUCTS STANDARD TRANSACTIONS FOR OR ON BEHALF OF THE COVERED ENTITY; (F) REPORT PROMPTLY TO INSERT CLINIC NAME ANY SECURITY INCIDENT OR OTHER USE OR DISCLOSURE OF PHI NOT PROVIDED FOR BY THIS AGREEMENT OF WHICH BUSINESS ASSOCIATE BECOMES AWARE; (G) ENSURE THAT ANY SUBCONTRACTORS OR AGENTS WHO RECEIVE OR ARE EXPOSED TO PHI (WHETHER IN ELECTRONIC OR OTHER FORMAT) ARE EXPLAINED THE BUSINESS ASSOCIATE OBLIGATIONS UNDER THIS PARAGRAPH AND AGREE TO THE SAME RESTRICTIONS AND CONDITIONS; (H) MAKE AVAILABLE PHI IN ACCORDANCE WITH THE INDIVIDUAL'S RIGHTS AS REQUIRED UNDER THE HIPAA REGULATIONS; (I) ACCOUNT FOR PHI DISCLOSURES FOR UP TO THE PAST SIX 96) YEARS AS REQUESTED BY COVERED ENTITY, WHICH SHALL INCLUDE: (i) DATES OF DISCLOSURE, (ii) NAMES OF ENTITIES OR PERSONS WHO RECEIVED THE PHI, (iii) A BRIEF DESCRIPTION OF THE PHI CLOSED, AND (iv) A BRIEF STATEMENT OF THE PURPOSE AND BASIS OF SUCH DISCLOSURE; (J) MAKE ITS INTERNAL PRACTICES, BOOKS, AND RECORDS THAT RELATE TO THE USE AND DISCLOSURE OF PHI AVAILABLE TO THE U.S. SECRETARY OF HEALTH AND HUMAN SERVICES FOR PURPOSES OF DETERMINING CUSTOMER'S COMPLIANCE WITH HIPAA; AND (K) INCORPORATE ANY AMENDMENTS OR CORRECTIONS TO PHI WHEN NOTIFIED BY CUSTOMER OR ENTER INTO A BUSINESS ASSOCIATE AGREEMENT OR OTHER NECESSARY AGREEMENTS TO COMPLY WITH HIPAA.

23.4. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION UPON TERMINATION. UPON THE TERMINATION OF THIS AGREEMENT, UNLESS OTHERWISE DIRECTED BY COVERED ENTITY, BUSINESS ASSOCIATE SHALL EITHER RETURN OR DESTROY ALL PHI RECEIVED FROM THE COVERED ENTITY OR CREATED OR RECEIVED BY BUSINESS ASSOCIATE ON BEHALF OF THE COVERED ENTITY IN WHICH BUSINESS ASSOCIATE MAINTAINS IN ANY FORM. BUSINESS ASSOCIATE SHALL NOT RETAIN ANY COPIES OF SUCH PHI. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT BUSINESS ASSOCIATE DETERMINES THAT RETURNING OR DESTROYING THE PROTECTED HEALTH INFORMATION IS INFEASIBLE UPON TERMINATION OF THIS AGREEMENT, BUSINESS ASSOCIATE SHALL PROVIDE TO COVERED ENTITY NOTIFICATION OF THE CONDITION THAT MAKES RETURN OR DESTRUCTION INFEASIBLE. TO THE EXTENT THAT IT IS NOT FEASIBLE FOR BUSINESS ASSOCIATE TO RETURN OR DESTROY SUCH PHI, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL SURVIVE SUCH TERMINATION OR EXPIRATION AND SUCH PHI SHALL BE USED OR DISCLOSED SOLELY AS PERMITTED BY LAW FOR SO LONG AS BUSINESS ASSOCIATE MAINTAINS SUCH PROTECTED HEALTH INFORMATION.

23.5. NO THIRD-PARTY BENEFICIARIES. THE PARTIES AGREE THAT THE TERMS OF THIS AGREEMENT SHALL APPLY ONLY TO THEMSELVES AND ARE NOT FOR THE BENEFIT OF ANY THIRD-PARTY BENEFICIARIES.

23.6. DE-IDENTIFIED DATA. NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT, BUSINESS ASSOCIATE AND ITS SUBCONTRACTORS MAY DISCLOSE NON-PERSONALLY IDENTIFIABLE INFORMATION PROVIDED THAT THE DISCLSOED INFORMATION DOES NOT INCLUDE A KEY OR OTHER MECHANISM THAT WOULD ENABLE THE INFORMATION TO BE IDENTIFIED.

23.7. AMENDMENT. BUSINESS ASSOCIATE AND COVERED ENTITY AGREE TO AMEND THIS AGREEMENT TO THE EXTENT NECESSARY TO ALLOW EITHER PARTY TO COMPLY WITH THE PRIVACY STANDARDS, THE STANDARDS FOR ELECTRONIC TRANSACTIONS, THE SECURITY STANDARDS, OR OTHER RELEVANT STATE OR FEDERAL LAWS OR REGULATIONS CREATED OR AMENDED TO PROTECT THE PRIVACY OF PATIENT INFORMATION. ALL SUCH AMENDMENTS SHALL BE MADE IN A WRITING SIGNED BY BOTH PARTIES.

23.8. INTERPRETATION. ANY AMBIGUITY IN THIS AGREEMENT SHALL BE RESOLVED IN FAVOR OF A MEANING THAT PERMITS COVERED ENTITY TO COMPLY WITH THE THEN MOST CURRENT VERSION OF HIPAA AND THE HIPAA PRIVACY REGULATIONS.

23.9. THE OBLIGATIONS IMPOSED BY THIS AGREEMENT SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

24. AGREEMENT

24.1. BY SIGNING BELOW, I, THE CLIENT, ACKNOWLEDGE I HAVE READ THROUGH AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT. I AGREE TO FOLLOW ALL OF THE CONTENTS OF THIS AGREEMENT. I FURTHER AGREE THAT ANY BREACH OF THE AGREEMENT CONTAINED THEREIN WILL RESULT IN IMMEDIATE DISSOLUTION OF THE SD AGREEMENT AND ALL SUPPORT SERVICES WILL BE TERMINATED. SHOULD THE BUSINESS BREACH AGREEMENT WITH SD, THE CLIENT AGREES TO PAY UP TO 1 (ONE) MONTH OF SUPPORT SERVICES TO SD IN ADDITION TO THE REMAINDER OF THE MONTHS OF AGREEMENT SET FORTH. THIS AGREEMENT SHALL BE MADE IN EFFECT ON THE DATE ON WHICH IT IS SIGNED.

24.2. THE MOST UP-TO-DATE TERMS OF AGREEMENT CAN BE FOUND AT ANY TIME AT THE FOLLOWING WEBSITE ADDRESS: WWW.SUPPORTTHEDESK.COM/SA. PASSWORD TO ACCESS IS: SupportUsSD123.

24.3. THIS AGREEMENT WILL REMAIN IN EFFECT AND ROLL OVER IN AUTO RENEWAL ANNUALLY ON THE ANNIVERSARY OF THE INITIALLY SIGNED AGREEMENT AND CONCURRENTLY THEREAFTER.

☐ CHECK BOX: I CERTIFY I AM THE OWNER OR PERSON APPOINTED AS LEGALLY ALLOWED TO SIGN AGREEMENTS ON BEHALF OF BUSINESS NAME.

SUPPORT THE DESK, LLC TM
PAYMENT INFORMATION
PO BOX 1653
QUEEN CREEK, AZ 85142

NAME OF BUSINESS:	AUSTIN OB/GYN ASSOCIATES	TAX ID #:	
ACH DEBIT (BANK ACCOUNT DRAFT)		CREDIT/DEBIT CARD DRAFT	
BUSINESS NAME ON ACCOUNT:		CREDIT CARD #:	
AUTHORIZED SIGNER NAME:		EXPIRATION DATE:	
BANK ACCOUNT NUMBER:		CVV CODE:	
BANK ACCOUNT TYPE:		TYPE OF CARD:	
ROUTING NUMBER:		PHONE NUMBER ASSOCIATED WITH ACCOUNT:	
BILLING ADDRESS:		BILLING ADDRESS:	

ADDENDUMS: 1. ATTACHMENT OF *BROCHURE OF SERVICES*

BUSINESS SIGNATURE

BUSINESS NAME

BUSINESS DATE

SD SIGNATURE
SUPPORT THE DESK, LLC

SD DATE