

Practice System Support Agreement - 2009 (Page 1 of 2)

Prepared for

Sample Medical Practice

**Terms of Agreement**

This agreement is in effect from when payment is received and signed below for one year. This agreement may be terminated by either party with a written sixty (60) day notice. Upon termination by either party, and at the end of the 60 day period, a pro-rated amount of remaining time of the agreement will be calculated, and a refund issued for this amount. **The only exception will be if the practice makes changes to the system on their own that renders the system unsupported in our final judgment. Hence MPT may terminate this agreement immediately and will provide a refund of the PSSA pro-rated balance. After written notification from MPT, the practice will have a 10 business day grace period to agree to the changes to bring the system back to a supportable level before final termination is executed. MPT requires that all hardware and software purchases be pre approved by an MPT support member to insure correct specifications as MPT will ultimately be responsible for support. Should a client make a purchase on their own without MPT's pre approval we can choose to not support that device or deem the entire system unsupported.** Please photocopy, initial and date each page, sign both copies, and send the photocopied document to Medical Practice Technologies.

**Description of Basic Services Provided**

Medical Practice Technologies will provide the following services with your basic PSSA.

- Unlimited support via telephone, remote dial up, or Internet during normal business hours for the duration of this agreement. Normal business hours are 8am-5:30pm ET.
- Response and availability within one business hour via email or voice to any emergency, and within 24 hours to any non-emergency issue.
- To work with, and become a single point of contact for manufacturers and local hardware and software companies as required. This will insure that any failed hardware component is repaired in a timely fashion, and any hardware that is out of warranty is repaired or replaced at a fair price.
- Help in determining if an issue is hardware or software related, and give direction and advice on who needs to be contacted.
- Monthly preventative software maintenance of server(s) and remotely accessible FAT client PCs. Maintenance includes checking system event logs, applying all current service packs and updates from manufacturers, confirming valid tape backups and virus protection, and checking disk space and system performance. Most of these tasks will be performed after hours to insure maximum performance during business hours.
- Consulting and setup to assist with HIPAA compliance for hardware and software.
- Setup of remote notification via email for system warnings and failures. Tape Backup, Antivirus, etc.

**Description of Optional Services Provided**

Medical Practice Technologies can provide additional coverage at a fixed annual price. These services include, but are not limited to the following.

1. Extension of basic benefits until 9pm ET weekdays and from 8am to 1pm on Weekends.
2. Overnight spares of failed components such as monitors, thin clients, signature pads, and printers.
3. Logistical assistance and prepaid shipping for in and out of warranty repairs.
4. Unlimited onsite support to resolve major issues.

**Preferential Treatment and Discounts for all PSSA Clients**

All Medical Practice Technologies PSSA clients are entitled to some special benefits. This includes priority service over non-PSSA clients, and receipt of the following discounts.

- 50% off any and all labor/installation not covered under this agreement Special discounts for hardware or software purchases over non-PSSA clients.

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**What the PSSA Does Not Cover**

The PSSA does not cover the following items

- **Installation of new hardware or software.** However any and all new hardware or software that is purchased and installed by Medical Practice Technologies automatically becomes part of this agreement at no additional cost.
- **Physical Repair of failed hardware.** We will provide assistance in shipping failed hardware out for repair, or providing spares with the appropriate agreement option. We do not provide physical repair of hardware in-house.
- **Repair of FAT client (traditional) PCs.** Medical Practice Technologies believes strongly in replacing FAT client PCs with thin client devices whenever it is feasible and possible. This greatly reduces system maintenance, and almost eliminates obsolescence. We will assist in arranging for a local company to support the repair needs of your PCs if desired. For all Dell computers, we will arrange for Dell to come onsite as needed. We will stand behind and support or arrange for the repair of any piece of hardware that was purchased from us.
- **New cabling or system cabling issues.** We will help to determine that a cabling problem exists, and contact the appropriate people for you if necessary. Medical Practice Technologies does not provide system cabling.
- **Software bugs in Billing/Scheduling or EMR products.** We will work closely with your software providers for resolution. However, Medical Practice Technologies is not responsible for resolving software issues directly related to the software vendor.

**Calculation of PSSA Annual Fees**

The basic annual fee for each practice is based on the following criteria. The options are usually the same rate for most small to medium practices.

- Number of Servers
- Number of FAT clients
- Number of thin clients
- Number of remote offices (if applicable)
- Remote access via high speed Internet or traditional slower dialup
- Average age of existing hardware

**Annual Fee and Optional Support for Sample Medical Practice – 2009**

Please check the agreement and any options that you wish below.

- |   |               |
|---|---------------|
| <input checked="" type="checkbox"/> Basic Practice System Support Agreement (Required)                      | <b>\$xxxx</b> |
| <input type="checkbox"/> Extension of basic benefits until 9pm ET weekdays and from 8am to 1pm on Weekends  | <b>\$xxx</b>  |
| <input type="checkbox"/> Overnight spares of failed components such as monitors, thin clients, and printers | <b>\$xxx</b>  |
| <input type="checkbox"/> Logistical assistance and prepaid shipping for in and out of warranty repairs      | <b>\$xxx</b>  |
| <input type="checkbox"/> Unlimited onsite support to resolve major issues                                   | <b>\$xxxx</b> |

Please total of all checked items above and write in the space provided. \$\_\_\_\_\_

I wish to pay by:  Credit Card  Check

I accept the terms and conditions of this agreement.

\_\_\_\_\_  
**Sample Medical Practice**

\_\_\_\_\_  
**Date**