

**PsychNotesEMR  
BASIC SUBSCRIPTION AGREEMENT**

This PsychNotesEMR Subscription Agreement (the “Agreement”) is made by and between American Psychiatric Management Services, LLC, a California limited liability company (“APMS”) and the undersigned subscriber (“Subscriber”) as of the latest date signed by the parties (the “Effective Date”). The parties agree as follows:

**1. Subscriber:**

Company Name:	
Address:	
Telephone:	
Facsimile:	
Contact Person:	

**2. Authorized Users:**

No.	Name	License No. (if applicable)	State	Authorized User Type (check one)
1.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
2.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
3.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
4.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
5.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
6.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
7.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
8.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support

Check here if there are more than eight (8) Authorized Users. If there are more than eight (8) Authorized Users, these individuals must be specified by name in the attached Schedule A, which is incorporated herein by reference.

**3. PsychNotesEMR Service.**

**3.1 License Grant.** Subject to the terms and conditions hereof, APMS hereby grants to Subscriber a nonexclusive, personal and nontransferable license, during the term of this Agreement, to access and use its hosted electronic medical records software (the “PsychNotesEMR Service”) solely for Subscriber’s internal use. Subscriber’s use of the PsychNotesEMR Service shall be by the authorized users identified in Section 2 above (“Authorized Users”). The PsychNotesEMR Service utilizes usernames and passwords to enable access to the PsychNotesEMR Service. Each Authorized User may use only a single username and password, to be provided by APMS to Subscriber, for use of the PsychNotesEMR Service.

**3.2 Restrictions.** Subscriber may only use the PsychNotesEMR Service to process and manage its own data. Subscriber shall not, in whole or in part, (a) copy the PsychNotesEMR Service or distribute copies of the PsychNotesEMR Service to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the PsychNotesEMR Service except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the PsychNotesEMR Service to third parties; or (d) use the PsychNotesEMR Service to act as a service bureau or application service provider, or to permit access to the PsychNotesEMR Service by any kind to any third party. Subscriber shall not use APMS’s copyrights, patents, trademarks, trade names, or other intellectual property in any way, except as expressly provided in this Agreement.

**3.3 Subscriber Responsibilities.** Microsoft Remote Desktop Connection is required to use the PsychNotesEMR Service. Subscriber shall be solely responsible for obtaining, installing and maintaining a properly licensed copy of Microsoft Remote Desktop Connection.

**4. Additional Services.**

**4.1 Support.** If requested by Subscriber, APMS will provide Subscriber with up to one hour of telephone and/or email technical support in connection with Subscriber's initial implementation and use of the PsychNotesEMR Service during the first 15 days of this Agreement. Such services will be provided during APMS's regular business hours.

**4.2 Other Services.** If requested by Subscriber and agreed upon by APMS, Subscriber may purchase additional support, training, consulting or other services at APMS's then-current standard rates. Upon APMS's request, Subscriber shall deliver a written service order to APMS for the additional services requested by Subscriber. Upon acceptance by APMS, each service order will be incorporated herein by this reference and subject to the terms and conditions contained herein. APMS shall have no obligation to provide additional services prior to its receipt of a properly completed service order, including payment information and credit card authorization. However, in cases where Subscriber fails to provide a service order and services have been provided by APMS, Subscriber acknowledges and agrees it is still responsible to pay for the services.

**5. Term and Termination.**

**5.1 Term.** This Agreement shall be effective for an initial term of one (1) year and shall automatically renew for successive one (1) year renewal terms, unless: (a) terminated sooner as provided herein; or (b) either party gives the other party notice of its election not to renew this Agreement at least 60 days prior to the end of the then-current term. During the first three 30 days of the subscription the either party may cancel this agreement at any time.

**5.2 Termination.**

(1) **Breach.** Each party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other party is in material breach of this Agreement, or in the case of nonpayment five (5) days prior written notice, and the breaching party fails to remedy such breach within such notice period.

(2) **Bankruptcy.** Each party shall have the right to terminate this Agreement immediately upon written notice in the event that the other party becomes insolvent, files for any form of bankruptcy or becomes the subject of any involuntary proceeding relating to insolvency, liquidation, receivership or composition for the benefit of creditors if such proceeding is not dismissed within 60 days of filing, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of the assets, or ceases to conduct business (other than in connection with an assignment permitted under Section 10.1) or an equivalent act to any of the above occurs under the laws of the jurisdiction of each party.

(3) **Immediate Termination.** Notwithstanding Section 3.2(1), APMS may terminate this Agreement upon written notice to Subscriber if Subscriber violates the scope or any restriction on its license under Section 1 or its obligations hereunder with respect to Confidential Information.

**5.3 Effect of Termination.** Upon termination for any reason, all licenses granted hereunder shall automatically terminate, and APMS may immediately disable and discontinue Subscriber's access to

and use of the PsychNotesEMR Service without notice to Subscriber. In addition, all fees and payment obligations of Subscriber shall become immediately due and payable. Sections 5.3, 7, 8.2, 8.3, 9, 10, 11 and 12 of this Agreement shall survive termination for any reason.

**6. Fees and Payment.**

**6.1 Fees.**

(1) **PsychNotesEMR Service.** Subscriber will pay APMS the following fees for the PsychNotesEMR Service based on the number of Authorized Users in accordance with the following chart:

Type of Authorized User	Monthly Fees	Initial Set-Up Fee
Clinical	\$175 per month per Authorized Clinical User No charges for the first 30 days	\$500 per Initial User and \$175 per each additional User.
Non-Clinical	\$98 per month per Authorized Support User No charges for the first 30 days	\$500 per Initial User and \$175 per each additional User.

(2) **Additional Services.** Subscriber will pay APMS on a time and materials basis for all additional services. All travel or other expenses incurred by APMS in conjunction with any additional services provided under this Agreement shall be reimbursed by Subscriber.

**6.2 Payment Terms.** All fees and charges will be due and payable in advance and will be paid via credit card. Subscriber will complete, execute and maintain in full force and effect during the term of this Agreement, an Authorization for Recurring Credit Card Transactions for the applicable monthly fees in the form attached hereto. Subscriber will pay any invoices issued by APMS within 30 days of the invoice date. If Subscriber fails to pay any charges when due, APMS may charge interest of the lesser of 1.5%, or the maximum permissible rate, per month on any outstanding balance. In addition to any other rights and remedies of APMS hereunder, if payment is past due, APMS may, in its sole discretion, elect to suspend the PsychNotesEMR Service and any other services under this Agreement.

**6.3 Taxes.** All fees and charges are exclusive of taxes. Subscriber will be responsible for the payment of all taxes associated with this Agreement (other than taxes based on APMS’s gross receipts or net income).

**7. Confidentiality; Proprietary Rights.**

**7.1** Concurrently with entering into this Agreement, the parties are entering into the attached Business Associate Contract Addendum, which sets forth APMS’s obligations with respect to protected health information, as defined in the administrative simplification provision of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”).

**7.2** APMS is and shall remain the exclusive owner of all right, title and interest in and to the PsychNotesEMR Service and its Confidential Information, and all other materials provided to Subscriber in connection with this Agreement, and all intellectual property rights therein.

**7.3** Subscriber acknowledges and agrees that the PsychNotesEMR Service and any nonpublic information or materials (tangible or intangible) provided by APMS contain trade secrets and confidential information of APMS (“Confidential Information”) and, therefore, under no circumstances shall Subscriber disclose such Confidential Information to others nor shall Subscriber use such Confidential Information except for the specific purpose of its own internal use of the PsychNotesEMR Service as permitted herein. Subscriber agrees not to disclose, provide, or otherwise make available the PsychNotesEMR Service and any Confidential Information to any third party without APMS’s prior written consent.

**7.4** Subscriber will take all steps necessary to protect APMS’s proprietary rights in the PsychNotesEMR Service and Confidential Information. In accordance with this provision, Subscriber shall maintain at least the same precautions as it takes in regard to its own confidential information, but not less than reasonable care. Subscriber shall ensure that its employees having access to the PsychNotesEMR Service or Confidential Information are aware of and bound by nondisclosure and use restrictions at least as protective of the PsychNotesEMR Service and Confidential Information as those set forth in this Agreement. Subscriber agrees to promptly report to APMS any unauthorized use or disclosure of APMS’s PsychNotesEMR Service and Confidential Information.

**7.5** To the extent that APMS receives from Subscriber any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the PsychNotesEMR Service or any other products or services (“Feedback”), Subscriber hereby grants APMS a fully paid-up, irrevocable, perpetual, worldwide, exclusive license, with full rights to sublicense, to: (a) use and exploit such Feedback to improve APMS’s products and services, and (b) use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute products and services incorporating or utilizing such Feedback. Further, upon APMS’s reasonable request, Subscriber will provide APMS with such Feedback during the term of the evaluation.

**7.6** Promptly upon request by APMS or upon termination of this Agreement for any reason, Subscriber shall return to APMS all records, materials, drawings, documents, data and other embodiments of information it has acquired pertaining to the PsychNotesEMR Service or any Confidential Information, including all copies thereof.

## **8. Limited Warranty; Disclaimers.**

**8.1 Limited Warranty.** APMS warrants that the PsychNotesEMR Service, when used in accordance with the applicable documentation and this Agreement, will substantially conform with its documentation for a period of 90 days from the time first made available to Subscriber. Subscriber shall promptly notify APMS in writing if the PsychNotesEMR Service fails to substantially conform to the applicable documentation during such 90-day warranty period, and APMS’s entire liability and Subscriber’s exclusive remedy shall be for APMS to use commercially reasonable efforts to repair or reperform the PsychNotesEMR Service.

**8.2 Limitations.** APMS’s PsychNotesEMR Service may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, or other disruptions. APMS may also make improvements and/or changes in the PsychNotesEMR Service at any time without notice. APMS will not be responsible for any damages that Subscriber may suffer arising out of use, or inability to use, the PsychNotesEMR Service. APMS will not be liable for unauthorized access to or alteration, theft or destruction of Subscriber’s data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. It is hereby acknowledged that it is Subscriber’s responsibility to

validate for correctness all output and reports and to protect Subscriber's data and programs from loss by routinely performing backup procedures. Subscriber hereby waives any damages occasioned by lost or corrupt data, incorrect reports or incorrect data files resulting from a programming error, operator error, equipment or software malfunction, or from the use of third-party software.

**8.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 OF THIS AGREEMENT, APMS MAKES NO WARRANTIES RELATED TO THE PSYCHNOTESEMR SERVICE OR ANY OTHER SERVICES PROVIDED BY APMS HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. APMS DOES NOT WARRANT THAT THE OPERATION OF ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. APMS ALSO MAKES NO WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF ANY SERVICES.

**9. Limitations of Liability.** IN NO EVENT SHALL APMS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE PSYCHNOTESEMR SERVICE OR ANY OTHER SERVICES PROVIDED BY APMS HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE ANY PRODUCTS, DOCUMENTATION, DATA, WORKS OR PSYCHNOTESEMR SERVICE, EVEN IF APMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. FURTHER, IN NO EVENT SHALL APMS'S ENTIRE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES FOR THE MOST RECENT ONE (1) YEAR TERM OF PSYCHNOTESEMR SERVICE PAID BY SUBSCRIBER TO APMS UNDER THIS AGREEMENT.

**10. Indemnity.** Subscriber agree to indemnify, defend and hold harmless APMS and its officers, directors, employees, consultants, suppliers, agents from any and all claims, actions, losses, liabilities, damages, costs and expenses (including without limitation attorneys' fees) resulting from or incidental to Subscriber's use of the PsychNotesEMR Service or operation of the PsychNotesEMR Service.

**11. Injunctive Relief.** Because of the unique nature of the PsychNotesEMR Service, Subscriber understands and agrees that APMS will suffer irreparable injury in the event Subscriber fails to comply with any of the terms of this Agreement and that monetary damages may be inadequate to compensate APMS for such breach. Accordingly, Subscriber agrees that APMS will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief, without posting a bond, to enforce the terms of this Agreement.

**12. General.**

**12.1 Assignment, Successors.** No right or license under this Agreement may be assigned or transferred by Subscriber, nor may any duty be delegated by Subscriber without APMS's prior written consent. Any assignment, transfer or delegation in contradiction of this provision shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of Subscriber and APMS.

**12.2 Entire Agreement.** This Agreement, including Schedule A hereto, constitutes the entire agreement, understanding and representations, expressed or implied, between APMS and Subscriber with respect to subject matters described herein, and supersedes all prior communications, agreements, representations, warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. Any rights not expressly granted herein are reserved.

**12.3 Export.** Subscriber shall comply with all laws, regulations, rules and requirements relating to the import, export, or re-export of the PsychNotesEMR Service, documentation or any other items subject to this Agreement (including without limitation, the requirements under the U.S. Export Administration Act, regulations of the Bureau of Industry and Security or its successors, executive orders, and other export controls of the United States of America).

**12.4 Governing Law; Jurisdiction.** The parties hereby agree that this Agreement was entered into in California. This Agreement will be governed in accordance with the laws of the State of California without regard to its conflict of law provisions. The parties agree that jurisdiction and venue for any actions relating to this Agreement will be in the state or federal courts in California. Except as set forth above, each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in California, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

**12.5 Notice.** Any notice or other communication required or permitted by this Agreement or by law to be served on or given to any party shall be in writing and shall be deemed served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, (a) three days after deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, sent to the addresses set forth on the last page of this Agreement or (b) the next business day following transmission by fax or e-mail to the addresses set forth on the last page of this Agreement. The address to which notices or communications may be given by either party may be changed by notice given by such party to the other pursuant to this section or by other form of notice agreed to by the parties.

**12.6 Waiver, Severability, Amendment.** Waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect. This Agreement may be amended only in a document signed by authorized representatives of Subscriber and APMS.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective as of the Effective Date.

**American Psychiatric  
Management Services LLC**

**Subscriber**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE A to  
PsychNotesEMR Subscription Agreement**

**Additional Authorized Users:**

Additional Authorized Users must be specified by name below. If no Authorized Users are specified by name, there are none.

No.	Name	License No. (if applicable)	State	Type of Authorized User (check one)
9.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
10.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
11.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
12.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
13.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
14.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
15.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
16.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
17.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
18.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
19.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
20.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
21.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
22.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
23.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
24.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
25.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
26.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
27.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
28.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
29.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
30.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
31.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support
32.				<input type="checkbox"/> Clinical <input type="checkbox"/> Support

**BUSINESS ASSOCIATE CONTRACT ADDENDUM to  
PsychNotesEMR Subscription Agreement**

This Business Associate Contract Addendum (this “Addendum”) is by and between \_\_\_\_\_ (“Covered Entity”) and American Psychiatric Management Services, LLC, a California limited liability company (“Business Associate”). The parties are entering into this Addendum to allow Covered Entity to comply with the administrative simplification provision of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). In consideration of that certain Subscription Agreement between the parties to which this Addendum is attached (“Agreement”), the covenants of this Addendum, and Covered Entity’s compliance with HIPAA, the delivery and sufficiency of which is acknowledged, the parties agree as follows:

**1. Permitted Uses and Disclosures.** Business Associate may:

1.1 Use and disclose protected health information, as that term is defined in HIPAA, that is received from, received on behalf of, or created on behalf of Covered Entity (“PHI”) for the purpose of fulfilling its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity or that such use or disclosure is permitted for business associates by HIPAA.

1.2 Provide data aggregation services.

1.3 Use and disclose PHI for the proper management and administration of Business Associate and to carry out Business Associate’s legal responsibilities, as long as, in the case of any such disclosure, either: (i) the disclosure is required by law; or (ii) Business Associate obtains reasonable assurances from the person to whom Business Associate discloses the PHI that the PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such person and that the person will notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

**2. Business Associate Obligations.** To the extent that Business Associate has access to or maintains any PHI of Covered Entity, Business Associate will:

2.1 Not use or further disclose PHI except as permitted or required by this Addendum or by the Agreement or as required by law.

2.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Addendum and the Agreement and use 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 Covered Entity.

2.3 Report to Covered Entity any use or disclosure of Covered Entity’s PHI not provided for by this Addendum, including any security incident, of which Business Associate becomes aware. In the case of a security incident, the content and timing of the report shall be based on the level of risk presented by such security incident.

2.4 Ensure that Business Associate’s agents, including any subcontractor, to whom Business Associate provides PHI agrees to the restrictions and conditions that apply to Business Associate with respect to such PHI and agree to implement reasonable and appropriate safeguards to protect such electronic PHI.

2.5 Make available PHI to Covered Entity so Covered Entity can meet Covered Entity’s obligations to provide individual access to such PHI under HIPAA.

2.6 Make available PHI to Covered Entity so Covered Entity can meet Covered Entity's obligations to amend incomplete or inaccurate PHI under HIPAA and incorporate any amendments as Covered Entity may reasonably instruct.

2.7 Maintain and provide to Covered Entity information about disclosures of Covered Entity's PHI by Business Associate that are subject to the HIPAA accounting of disclosure requirements so Covered Entity can meet Covered Entity's obligations to provide individuals with an accounting of disclosures.

2.8 Make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with Covered Entity's legal obligations under HIPAA.

2.9 Upon termination of the Agreement, return or destroy PHI that Business Associate maintains and retain no copies of such PHI or, if return or destruction is not feasible, extend the protections of this Addendum to such PHI and limit further use and disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.

### **3. Covered Entity Obligations.** Covered Entity will:

3.1 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA.

3.2 Use appropriate safeguards to maintain the privacy, security, and confidentiality of PHI transmitted or otherwise provided to Business Associate.

3.3 Obtain any and all necessary and advisable authorizations, consents, and other permission and provide any and all necessary and advisable notices, so Business Associate may provide the services under the Agreement, including but not limited to permissions or designations for Business Associate to have access to health information relating to mental health and substance abuse treatment.

3.4 Notify Business Associate of: (i) any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI; (ii) any changes in, or revocation of, permission by an individual to use or disclose PHI to the extent as may affect Business Associate's use or disclosure of PHI; and/or (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### **4. Additional Confidentiality Obligations.**

4.1 In the event that Covered Entity is a "program" that holds itself out as providing, and provides, alcohol and drug abuse diagnosis, treatment, or referral for treatment, and that Business Associate is deemed a "qualified service organization," both as defined under 42 CFR Part 2, then, with respect to any "patient identifying information," as defined by 42 CFR Part 2, Business Associate shall: acknowledge that in receiving, storing, processing, or otherwise dealing with patient records from Covered Entity, it is fully bound by 42 CFR Part 2; and, if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted in by 42 CFR Part 2.

4.2 Many federal and state laws impose confidentiality protections on patient information, including but not limited to, heightened confidentiality obligations for mental health, developmental disabilities, AIDS/HIV/sexually transmitted disease, genetic testing, and substance abuse diagnosis and treatment. It is strongly recommended that Covered Entity familiarize itself with these laws and take appropriate actions so that Business Associate may perform the services specified in the Agreement and this Addendum.

**5. Termination.** Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may either: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or (ii) immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

**6. Interpretation.** Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA.

**7. No Third Party Beneficiary.** Nothing in the Agreement and/or this Addendum is intended to confer or shall confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever.

**8. Effects on Agreement.** Except as specifically required to implement this Addendum, all other provisions of the Agreement shall remain in full force and effect.

The parties enter into this Addendum, effective as of the Effective Date of the Agreement.

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



16450 Los Gatos Blvd. #112  
 Los Gatos, CA 95032  
**Phone:** 408-402-0450  
**Fax:** 408-402-0950

**AUTHORIZATION FOR CREDIT CARD TRANSACTIONS FOR  
 PsychNotesEMR Subscription Agreement**

The undersigned customer (“Customer”) and American Psychiatric Management Services, LLC (“AMPS”) are parties to the PsychNotesEMR Subscription Agreement (the “Agreement”). Customer hereby authorizes APMS, its affiliates and third party service providers (collectively “Company”) to initiate transactions from Customer’s credit card account as follows:

Type of Credit Card	Visa <input type="checkbox"/> or Mastercard <input type="checkbox"/>
Credit Card Issuer	
Credit Card Account #	
Expiration Date	
CCV (4 digits on back of card)	

Initial Set-Up Fee: A one time fee as follows:

Account set up at \$500 for one initial User	No. of Initial Users: _____	Subtotal for Account Setup Initial Users	\$ _____
Account set up at \$175 for each additional User	No. of additional Users: _____	Subtotal for Account Set up Additional Users	\$ _____
Electronic Billing Module Setup \$125 for one initial User	No. of Initial Users: _____	Subtotal for Electronic Billing Set up Initial Users	\$ _____
\$25 each additional User	No. of Additional Users: _____	Subtotal for Electronic Billing Set up Additional Users	\$ _____

**Total Initial Set Up Fees Due \$**

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

Pre-Paid Fees: Subscription costs paid in advance

Prepaid Subscription Fee \$ _____ /month	No. of Users: _____	No. of Months Prepaid: _____	Dates Prepaid: From: _____ To: _____	Subtotal Prepaid Subscription Fees \$ _____
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**Total Prepayment Due \$**

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

Monthly Subscription Fee: A recurring fee as follows:

Clinical Users at \$175/month	No of Users: _____	Subtotal of Clinical Accounts \$ _____
Non-Clinical Users at \$98/month	No. of Users: _____	Subtotal of Non-Clinical Accounts \$ _____
Electronic Billing Modules at \$95/month	No. of Users: _____	Subtotal of EBM \$ _____

**Total Monthly Fees Due \$**

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

Customer acknowledges receipt of a copy of this authorization.

Duration	Term of Agreement up to the Expiration Date above Annual Contract will automatically renew unless terminated by written notice to APMS by customer 30 days prior to expiration date noted above. All fees subject to change based on current market rates.
Signature	
Date	
Print Name	
Billing Address	

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