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**ADDENDUM TO Synergistic Office Solutions, Inc.'s GENERAL AGREEMENT
HIPAA Business Associate Agreement**

THIS ADDENDUM supplements and is made a part of the Synergistic Office Solutions, Inc.'s Software License and Software Support Agreement. This Business Associate Agreement establishes specific legal obligations regarding the terms of the relationship between Synergistic Office Solutions, Inc. and _____ ("Licensee"), and is intended to comply with Standards for Privacy and Security of Protected Health Information ("PHI") published by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 CFR § 160 and § 164 (the "Privacy and Security Regulations") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and with the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), signed into law as part of the American Recovery and Reinvestment Act ("ARRA").

WHEREAS, Synergistic Office Solutions, Inc. and the Licensee are parties to the Underlying Agreement pursuant to which Synergistic Office Solutions, Inc. provides certain computer software and related support services to the Licensee and, in connection with the provision of those support services, the Licensee on occasion discloses to Synergistic Office Solutions, Inc. certain Protected Health Information ("PHI") (as defined in 45 CFR §164.501), that is subject to protection under HIPAA and the Privacy and Security Regulations;

WHEREAS, the Licensee is a "Covered Entity" as that term is defined under HIPAA;

WHEREAS, Synergistic Office Solutions, Inc., as a recipient of PHI from the Licensee, is a "Business Associate" as that term is defined under HIPAA;

WHEREAS, pursuant to HIPAA, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI;

WHEREAS, 45 CFR § 160 and 164 shall apply to a Business Associate of a Covered Entity in the same manner that such apply to the Covered Entity;

WHEREAS, the additional requirements of 45 CFR § 160 and 164 that relate to privacy and security and that are made applicable with respect to Covered Entities shall also be applicable to such a Business Associate and shall be incorporated into the Business Associate Agreement between the Business Associate and the Covered Entity;

WHEREAS, the security provision specified in subsection (a), sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to the Business Associate of a Covered Entity in the same manner that it applies to the Covered Entity; and

WHEREAS, a Business Associate that violates any security provision specified in subsection (a), sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall be treated with respect to such violation in the same manner as a Covered Entity that violates such security provision; and

WHEREAS, the purpose of this Addendum is to comply with the relevant requirements of said statutes.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- A. **Definitions.** Unless otherwise provided in this Addendum, capitalized terms have the same meanings as set forth in HIPAA and HITECH.
- B. **Services.** The services to be provided by Business Associate are identified in two separate agreements between the parties entitled "Software License" and "Software Support Agreement" (the "Underlying Agreement") and dated _____, to which this agreement serves as an Addendum.
- C. **Scope of Use and Disclosure** by Synergistic Office Solutions, Inc. of Protected Health Information.
 - a. **Contractual Obligations.** Synergistic Office Solutions, Inc. shall be permitted to use and disclose PHI that is disclosed to it by the Licensee as necessary to perform its obligations under the Underlying Agreement.
 - b. **Proper Management and Administration.** Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Synergistic Office Solutions, Inc. may:
 - i. **Synergistic Office Solutions, Inc.'s Use of PHI.** Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Synergistic Office Solutions, Inc.;
 - ii. **Disclosure to Third Party.** Disclose the PHI in its possession to a third party for the purpose of Synergistic Office Solutions, Inc.'s proper management and administration or to fulfill any legal responsibilities of Synergistic Office Solutions, Inc.; provided, however, that the disclosures are required by law or Synergistic Office Solutions, Inc. has received from the third party written assurances that
 - 1. the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and
 - 2. the third party will notify the Synergistic Office Solutions, Inc. of any instances of which it becomes aware in which the confidentiality of the information has been breached;
 - 3. Synergistic Office Solutions, Inc. may use PHI to report criminal activity and violations of law to Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).
- D. **Obligations of Synergistic Office Solutions, Inc.** In connection with its use and disclosure of PHI, Synergistic Office Solutions, Inc. agrees to comply with the following standards:
 - a. **Limited Disclosure.** Use or further disclose PHI only as permitted or required by this Addendum or as required by law.
 - i. **Safeguards.** Use reasonable and appropriate safeguards (administrative, physical, and/or technical) to protect confidentiality, integrity, and availability of the PHI that it receives on behalf of the Licensee in accordance with 45 CFR § 164;

- ii. **Breach.** In the case of any breach of unsecured PHI, Synergistic Office Solutions, Inc. will:
 - 1. Provide notification, in writing, to the Covered Entity of any breach of unsecured protected health information of which the Business Associate becomes aware, or should have become aware, within 60 days of the breach.
 - 2. Comply with all requirements of the HIPAA HITECH Breach Notification Rule.
 - 3. The Business Associate must identify to the Covered Entity the individuals whose unsecured PHI has been, or is reasonable believed to have been, breached.
- iii. **Mitigation.** To the extent practicable, mitigate any harmful effect that is known to Synergistic Office Solutions, Inc. of a use or disclosure of PHI by Synergistic Office Solutions, Inc. in violation of this Addendum.
- iv. **Report Unauthorized Disclosures.** Report to the Licensee any use or disclosure of PHI not provided for by this Addendum of which Synergistic Office Solutions, Inc. becomes aware.
- v. **Agreements with Contractors.** Require contractors or agents to whom Synergistic Office Solutions, Inc. discloses PHI to agree to the same restrictions and conditions that apply to Synergistic Office Solutions, Inc. pursuant to this Addendum.
- vi. **Assistance.** Assist the Licensee in complying with HIPAA law by allowing access to PHI in the possession of Synergistic Office Solutions, Inc. in a timely manner, in accordance with 45 CFR § 164.524.
- vii. **HHS Access.** Make available to the Secretary of Health and Human Services Synergistic Office Solutions, Inc.'s internal practices, books and records relating to the use and disclosure of PHI for purposes of determining the Licensee's compliance with the Privacy Rule, subject to any applicable legal privileges.
- viii. **Accounting of Unauthorized Disclosures.** Upon notice by Licensee that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, but not for information created prior to April 14, 2003, Synergistic Office Solutions, Inc. shall make available to Licensee such information then currently in Synergistic Office Solutions, Inc.'s possession, custody or control (including such information, if any, in the possession, custody or control of Synergistic Office Solutions, Inc.'s subcontractors) that is required for Licensee to make the accounting required by 45 CFR §164.528. Licensee shall reimburse Synergistic Office Solutions, Inc. for all time and costs incurred to comply with any such requests made under this section.
 - 1. **Designated Record Set.** To the extent that Licensee does not already have in its possession the patient's PHI in a Designated Record Set, Synergistic Office Solutions, Inc. shall provide copies to Licensee of all or a portion of the PHI in the Designated Record Set then currently in Synergistic Office Solutions, Inc.'s possession within a reasonable time after Licensee's request in order for Licensee to:
 - a. make the PHI in the Designated Record Set available in accordance with 45 CFR § 164.524; and
 - b. amend the PHI in the Designated Record Set in accordance with 45 CFR § 164.526. In the event an individual requests access to, or an amendment of, the PHI in a Designated Record Set, such request shall

be the responsibility of Licensee. Licensee shall reimburse Synergistic Office Solutions, Inc. for all time and costs incurred to comply with any request made under this section.

E. Obligations of the Licensee. The Licensee agrees that it will comply with the following standards:

- a. **Notice of Privacy Practices.** Has included, and will include, in the Licensee's Notice of Privacy Practices required by the Privacy Rule that the Licensee may disclose PHI for Health Care Operations purposes.
- b. **Patient Permission.** Has obtained, and will obtain, from Individuals, Authorizations and other permissions necessary or required by laws applicable to the Licensee, for Synergistic Office Solutions, Inc. and the Licensee to fulfill their obligations under the Underlying Agreement and this Addendum.
- c. **Restrictions on PHI.** Will promptly notify Synergistic Office Solutions, Inc. in writing of any restrictions on the use and disclosure of PHI about Individuals that the Licensee has agreed to that may affect Synergistic Office Solutions, Inc.'s ability to perform its obligations under the Underlying Agreement or this Addendum.
- d. **Notice of Revocation.** Will promptly notify Synergistic Office Solutions, Inc. in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Synergistic Office Solutions, Inc.'s ability to perform its obligations under the Underlying Agreement or this Addendum.
- e. The Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be allowed under the Privacy or Security Rule.

F. Termination.

- a. **Termination for Breach of this Agreement.** In the event that Synergistic Office Solutions, Inc. materially breaches a material term of this Addendum, the Licensee must provide Synergistic Office Solutions, Inc. with notice of the existence of the alleged material breach and afford Synergistic Office Solutions, Inc. an opportunity to cure the alleged material breach. In the event Synergistic Office Solutions, Inc. fails to cure the breach in a reasonable period of time to the satisfaction of the Licensee, the Licensee may terminate this Addendum.
- b. **Automatic Termination.** This Addendum will automatically terminate upon the termination or expiration of the Underlying Agreement, except where otherwise agreed.
- c. **Effect of Termination.**
 - i. Termination of this Addendum will result in termination of the Underlying Agreement.
 - ii. Upon termination of this Addendum or the Underlying Agreement, and at the written request of the Licensee, Synergistic Office Solutions, Inc. will return or destroy all PHI received from the Licensee or received by Synergistic Office Solutions, Inc. on behalf of the Licensee that Synergistic Office Solutions, Inc. still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible as determined solely by Synergistic Office Solutions, Inc., Synergistic Office Solutions, Inc. will continue to protect the PHI pursuant to the terms of this Addendum and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- iii. Licensee shall reimburse Synergistic Office Solutions, Inc. for all time and costs incurred as a result of identifying and destroying PHI as may be required under this section. Such reimbursement shall include, but not be limited to, the time and cost incurred in the erasure of any PHI embedded in Synergistic Office Solutions, Inc.'s computer system or computer backup system.
- G. **Amendment.** Synergistic Office Solutions, Inc. and the Licensee agree to amend this Addendum from time to time as is necessary to comply with the requirements of law.
- H. **Survival.** The obligations of Synergistic Office Solutions, Inc. under section 6.c.(ii) of this Addendum shall survive any termination of this Addendum.
- I. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- J. **Indemnification Provision.** Each party will indemnify and hold harmless the other party to this Business Associate Agreement from and against any and all losses, liabilities, costs and other expenses incurred as a result, or arising directly or indirectly out of, or in connection with, any breach of any obligation on the part of the responsible party under this Business Associate Agreement.
- K. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous proposals, understandings, commitments or representations whatsoever oral or written. The parties may only modify or change the terms of this Agreement by a written document signed by duly authorized representatives of both parties.
- L. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to Florida's conflict of law principles. The parties agree that Florida shall be the sole proper venue regarding any dispute relating to or arising out of this Agreement.
- M. **Effective Date.** This Addendum shall be effective on _____.

Licensee

Synergistic Office Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____