

iSite Enterprise SSL Access Agreement

Section 1: Business Associate Contract

For Services Provided by _____ (Business Associate) to:
Diagnostic Imaging Associates, Inc. (Provider)

Business Associate understands the importance of the privacy of a patient's "protected health information" and agrees to protect that right to the extent necessary under this Agreement and under current federal and state law. For purposes of the Agreement, "protected health information" is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 145 CFR Part 164.501.

Further, Business Associate understands that Diagnostic Imaging Associates, Inc.'s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.

Business Associate shall make the following assurances to Diagnostic Imaging Associates, Inc.:

Business Associate agrees that it shall not use or disclose any patient's "protected health information" (PHI) for any purpose not expressly stated in this Agreement. Further, Business Associate shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (and subsequent federal regulations) (HIPAA) if performed by Diagnostic Imaging Associates, Inc. If Business Associate does use or disclose PHI for any purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify Diagnostic Imaging Associates, Inc. in writing of such use or disclosure.

Business Associate further agrees that any subcontractors or other persons or entities not directly employed by Business Associate and who use or disclose PHI obtained from Diagnostic Imaging Associates, Inc. shall abide by terms of this clause of this Agreement. Any subcontractor or other person or entity not directly employed by Business Associate have used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal regulation) shall be considered to have acted as an agent of Business Associate and have violated the terms of this Agreement. Diagnostic Imaging Associates, Inc. may consider this use or disclosure a material breach of this Agreement and may seek termination of this Agreement without recourse by Business Associate.

Business Associate shall assure Diagnostic Imaging Associates, Inc. it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, administrative policies and procedures addressing security of PHI. Business Associate shall make such assurances to Diagnostic Imaging Associates, Inc. in writing.

Business Associate shall report to Diagnostic Imaging Associates, Inc. any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by Business Associate. Business Associate shall notify Diagnostic Imaging Associates, Inc. in writing of any steps or procedural changes made to address the unauthorized use or disclosure.

Should Diagnostic Imaging Associates, Inc. find PHI used or disclosed to Business Associate to be inaccurate or incomplete, Business Associate shall incorporate any amendments or corrections to the PHI at Diagnostic Imaging Associates, Inc.'s request.

Further, should Business Associate make any material alterations to the PHI while the PHI is in the possession of Business Associate, Business Associate shall notify Diagnostic Imaging Associates, Inc. of such alterations, so that Diagnostic Imaging Associates, Inc. may inform the patient (who is the subject of the PHI) an opportunity to access and amend the PHI.

At the termination of this Agreement, Business Associate shall return or destroy, to the satisfaction of Diagnostic Imaging Associates, Inc., any PHI held or maintained by Business Associate.

If Diagnostic Imaging Associates, Inc. determines Business Associate has violated any of the above assurances, covenants or terms, Business Associate has committed a material breach of this Agreement. Diagnostic Imaging Associates, Inc. may then terminate this Agreement and may report the violations to the Department of Health and Human Services (HHS) or other federal or state entity for possible prosecution or sanctions.

The Department of Health and Human Services (or an agent acting on behalf of HHS) is hereby given the express right and privilege to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by Business Associate. If HHS suspects an unauthorized use or disclosure of PHI by Business Associate, HHS is authorized to pursue an investigation into Business Associate activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.

Business Associate may have policies and procedures in place prior to the commencement of this Agreement. If, after reasonable investigation, Diagnostic Imaging Associates, Inc. concludes Business Associate's policies and procedures to be "adequate" protection of a patient's privacy rights relating to PHI, Business Associate may elect to continue to use its own policies and procedures. The term "adequate" in this clause refers to the Business Associate's policies and procedures meet the minimum privacy and security standards as set forth in Diagnostic Imaging Associates, Inc.'s privacy policies.

Section 2: Acceptable Use

Use of the iSite system should remain within the HIPPA guidelines above, in that, you should not use the system to access a patient's data that you are not in direct care of. Users should not have an expectation of privacy when connected to the iSite Vault at DIA. The iSite system provides encounter audit trails, and DIA reserves the right to track user access. All data remains property of DIA. If you choose to copy or print images or patient reports from the system you ensure DIA that you will continue a prudent effort to maintain HIPPA guidelines. Users may not attempt to circumvent any system security or attempt to access administrative areas of the system.

Signature of User _____ Date _____

Clinic Name _____

Print Name _____