



Imaging Services

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AGREEMENT FOR ACCESS TO WEB PORTAL

This Agreement for Access to Web Portal ("Agreement") is entered into by and between Mountain Medical Physician Specialists, P.C. ("MMPS") and _____ ("Practice") as of _____.

- 1. MMPS provides the Practice with electronic access to protected health information ("PHI") through a web portal to MMPS's Radiology Information System (RIS) and/or Picture Archiving Communication System ("PACS") that store and transmit radiology reports and diagnostic images of individual patients.
2. MMPS and Practice acknowledge and agree that each is a health care provider and "covered entity" required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all applicable federal and state laws and regulations intended to protect the privacy and security of patient health information.
3. MMPS and Practice further agree to enter into a Business Associate Agreement ("BAA") in the form attached hereto.
4. By accessing PHI through the web portal, Practice hereby agrees to use, and cause its employees and agents to use, such PHI for the purpose of diagnosis and/or treatment of patients of the Practice, and for no other purpose except those permitted or required by applicable federal and state law. Practice further agrees to (1) use appropriate safeguards to prevent the use or disclosure of patient information other than as permitted pursuant to this Agreement or applicable federal and state law; (2) to make certain that employees or other agents of Practice who access the web portal comply with the provisions of this Agreement and applicable federal and state law; (3) to allow access to the web portal only to those personnel with an essential need for access and who request access user names and user identifications unique to each individual; and (4) to use appropriate safeguards to prevent the unauthorized use or disclosure of user names or passwords.
5. Practice shall address all questions regarding access to the web portal and compliance with applicable federal and state laws to MMPS's Privacy Officer (801) 262-2647.
6. Any and all images, health, medical, insurance, demographic or other patient information stored or archived on MMPS's RIS/PACS shall be and shall remain the exclusive property of MMPS.
7. We reserve the right to terminate this Agreement and use of the web portal by the Practice at any time with or without cause.
8. No party shall assign or convey any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent may be withheld for any reason.
9. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Utah.
10. This Agreement, along with all attachments hereto, contains the entire agreement and understanding by and between the Parties with respect to the subject matter hereof, and no prior representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by all Parties to this Agreement.

Agreed to and effective this _____ day of _____, 20_____.

Mountain Medical Physician Specialists, P.C.

Sign Julie Perrod
Print Julie Perrod
Title CEO
Date 2/22/20

Practice

Sign _____
Print _____
Title _____
Date _____