

Data Use Agreement

This Agreement is entered into by and between **INDEPENDENT MRI CENTER, LLC ("IMC")** and the **Recipient ("Recipient")** named as of the Effective Date noted.

- A. IMC is providing certain Protected Health Information ("PHI") to Recipient in the form of and/or including paper records, oral communication, audio recording, and electronic display for the purpose of patient health care.
- B. In connection with the provision of the PHI, pursuant to the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto (collectively: "HIPAA"), IMC is required to obtain assurances from Recipient that Recipient will only use or disclose PHI as permitted herein.
- C. The parties enter into the Agreement as a condition to IMC's furnishing of the PHI to Recipient, and as a means of Recipient's providing the assurances about use and disclosure. The provisions of this Agreement are intended to meet the PHI requirement of HIPAA.

NOW THEREFORE, the parties agree as follows:

1. **Definitions.** Each capitalized term used in this Agreement and not otherwise defined, shall have the meaning given it in HIPAA.
2. **Term.** This Agreement shall commence on the Effective date and continue until terminated in accordance with Section 4 below.
3. **Recipient's Obligations.** Recipient shall:
 - a. Comply with all applicable federal and state laws and regulations relating to the maintenance of the PHI, the safeguarding of the confidentiality of the PHI, and the use and disclosure of the PHI.
 - b. Use and disclose the PHI only for the purpose identified above, as otherwise required by law, and for no other purpose.
 - c. Use appropriate safeguards to prevent the use and disclosure of the PHI, other than for a use or disclosure expressly permitted by this Agreement.
 - d. Immediately report to IMC any use or disclosure of the PHI other than as expressly allowed by this Agreement.
 - e. Ensure that its employees and representatives comply with the terms and conditions of this Agreement, and ensure that its agents, Business Associates and subcontractors to whom Recipient provides the PHI agree to comply with the same restrictions and conditions that apply to Recipient hereunder.
 - f. Not use or disclose more PHI than the minimum amount necessary to allow Recipient to perform its functions pursuant to the purpose identified above.
 - g. Indemnify, defend and hold IMC harmless from all costs and expenses (including attorney fees) for any claims that relate to a release of PHI or that relate to a breach of Recipient's obligations.
4. **Termination.** IMC may terminate this Agreement and any disclosures of PHI pursuant hereto, upon 10 days notice to Recipient, if Recipient violates or

breaches any material term or condition of this Agreement. IMC may terminate this Agreement without cause upon 30 days written notice. Upon termination, Recipient shall promptly return or destroy the PHI received from IMC in connection with the purpose identified above. If return or destruction of the PHI is not feasible, Recipient shall continue the protections required under this Agreement for the PHI consistent with the requirements of the Agreement and applicable HIPAA privacy standards. If Recipient ceases to do business or otherwise terminates its relationship with IMC, Recipient agrees to promptly, and in a timely manner, return or destroy all information contained in the PHI received from IMC.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Independent MRI Center, LLC

Recipient: _____

By: _____

By: _____

(Signature) _____

(Signature) _____

Title: _____

Title: _____

Date: _____

Date: _____