

CPS Online Result Service Agreement

Cellular Pathology Services (CPS) of Unit 12, Orbital 25 Business Park, Dwight Road, Tolpits Lane, Watford Wd18 9DA, aims to facilitate the delivery of care offered by its Consultants and Hospital Clients. CPS aims to offer its Clients (Consultants and Hospitals) access to "CPS Online Result Service" accessible via its Website (and related clinical data) exclusively for the purpose of providing timely services to improve patient care. This agreement includes, but is not limited to secure access to client's patient information, including viewing result data (Basic Service), and subscription services that allow downloading and saving electronic results (Enhanced Service).

The period of this agreement begins upon delivery of a combination of a Username and Password to the Client (Hospital or Consultant) from CPS. This service is free of charge to CPS clients, and it is subject to strict adherence to terms and conditions of this agreement.

For the purpose of this agreement these terms are defined as follow:

"Client" "Client of CPS". This could be either a Consultant or a Hospital.
"test result" "histopathology and cytopathology test result"

CPS agrees to the following:

1. Provide Username- and Password-secured access to inquire on test results of the Consultant's own patients (and his/her secretary) across all Hospitals.
2. Provide Username- and Password-secured access to inquire on test results of the Hospital own patients, plus secure access to the test results of the patients operated on by the same Consultants but at other Hospitals, provided the Consultant gives permission.
3. Provide accurate and timely test results for the electronic data retention period of a minimum of 2 years from test date.
4. Provide subscription services to the client for the purpose of downloading, saving and emailing test results.

Client agrees to the following:

1. Provide all hardware, including phone line (if necessary), software, and Internet access. Optimal access is best achieved using Broadband internet connection.
2. All patient results viewed through internet inquiry are not considered the %official+printed patient report. CPS will continue to provide, through current communication means to the client directly, all patient reports, unless requested in writing otherwise by the client.
3. In the course of using CPS Online Results Service, client will have access to written or electronic media information concerning patients, namely test results, client demographics, and requesting physicians. Client will not disclose (verbally, in written form, by electronic or any other means) individual patient health information to which it has access through CPS Online Results Service to any unauthorized person. Client agrees to comply with security and privacy regulations, to which client is subject in the UK.
4. The Consultant permits the Hospital to view the test results of the procedures the Consultant performed at that Hospital plus those test results of the procedures performed by that Consultant at other Hospitals. This is so to assist both the Consultant and the Hospital in their delivery of patient care.
5. The Hospital permits the other Hospitals to access the test results of the procedures undertaken by the Consultants who have admission rights at these Hospitals and provided the Consultant has consented.
6. The general intent of this access is for use by CPS clients for %referral testing+information provided by CPS. This access is not intended for use by Hospital's requesting Consultants, unless these have been granted their own username and password. It is the Hospital client's sole responsibility to determine, control, and be responsible for their Staff who are allowed to use the username and password granted to them.

7. Client will use the access solely for purposes granted. Client agrees to not intentionally disclose CPS Username or Password (security codes) to anyone other than client's authorized staff or attempt to learn another client's security code.
8. Client accepts responsibility to maintain password security, e-mail addresses, and related updates for client's staffing as needed. CPS requests that passwords be changed every 30 (thirty) days.
9. When you log in for the first time, you will be asked to change your password. Please note that in choosing a new password five rules must be observed:
 - a. Passwords must be at least 10 characters
 - b. Passwords must contain upper case letters (A,B,C...Z)
 - c. Passwords must contain lower case letters (a,b,c...z)
 - d. Passwords must contain numeric characters (0,1,2...9)
 - e. Passwords must contain special characters (!,@,#,\$,%,&,etc.
10. Client agrees to abide by ImageSilo Acceptable Use Policy as stated in appendix A+

Authorization & Documentation

1. Appropriate client management must authorize all requests for CPS Online Results Service, and the request must be in writing, signed by an authorized representative, and mailed to CPS before access is granted.
2. The original requests and signed agreements will be retained at CPS in a secure place and will be made available as needed for audits, regulatory requirements, or inspections. CPS recommends that a copy of the signed agreement be kept by the client.
3. CPS Online Result Services use Image Silo software described in this agreement is and shall remain the proprietary, confidential, and trade secret property of Image Silo and as such is not to be disclosed, distributed, assigned, or compromised in any manner by the client.
4. If the client does not comply with the terms of this agreement or if the client relationship with CPS is terminated, the online result access as defined in this agreement will be terminated.

This agreement, with its detailed and intended cooperation and responsibilities, is accepted by virtue of the following signatures and remains in effect as long as the client has authorized access to CPS Online Result Service.

Client Authorisation & Details:

For Consultants

By signing this agreement I am consenting

1. for the Hospitals where I have admission rights to view the corresponding test results of the procedures I undertake at their Hospitals, and
2. for the Hospitals where I have admission rights to view the test results of the procedures I undertake at the Other Hospitals.

For Hospitals

By signing this agreement we are consenting

1. for the Consultant and his/her secretary to access the test results of their patients, operated on in our premises.
2. for the Other Hospitals (where our Consultants also have admission rights) to access the test results of the Patients operated on in our premises.

Name of Client applying for New Account: _____

Title (Insert Job Title): _____

Signature of Client applying for New Account: _____

Name of **Sponsoring** Hospital Manager
(for Hospital Staff) / Consultant (for Secretaries): _____

Signature of Hospital Manager / Consultant: _____

Address: _____

Date: _____

Mail completed & signed Form to:

Online Result Service
Cellular Pathology Services,
Unit 12, Orbital 25 Business Park,
Dwight Road, Tolpits Lane,
Watford, WD18 9DA

This Section is for CPS Office

Decision by CPS

Accepted

Rejected

Signature: _____

Signed by: _____

Date: _____

Username: _____

Password: _____

Appendix A

ImageSilo Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by Digitech Systems, Inc. ("DSI") to users of the ImageSilo Service. DSI reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to <https://login.imagesilo.com/Help/AccUsePolicy.ASP>.

Illegal/Prohibited Use

The ImageSilo Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Unauthorized Uses

ImageSilo is intended for use only as a document storage, access, and retrieval system in support of a subscriber's or end-user's need to store, access, and retrieve documents. It is not intended for use as a temporary data or document storage and transportation mechanism or system. Documents, either individually or in volume, may not be uploaded to ImageSilo and then retrieved by and/or transferred to any person and shortly thereafter be deleted from ImageSilo. This type of activity within an ImageSilo account will be considered unauthorized data or document transportation, whether by a subscriber, end-user or reseller, in violation of this Acceptable Use Policy under the subscriber's or reseller's agreement with Digitech.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. DSI will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF AN IMAGESILO CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

Complaints regarding Illegal Use or System or Network Security issues should be sent to security@imagesilo.com.

Client Details:

Name of Client applying for New Account: _____

Signature of Client applying for New Account: _____

Name of **Sponsoring** Hospital Manager
(for Hospital Staff) / Consultant (for Secretaries): _____

Signature of Hospital Manager / Consultant: _____

Date: _____