

# Confidentiality Agreement

## Imaging Healthcare Specialists, LLC, Confidentiality Agreement For Referring Physician Access To On-Line Patient Images And Reports

As a referring physician, you may have access to medical images and reports from Imaging Healthcare Specialists, LLC, (which is hereinafter referred to as "I.H.S."), and you will have access to what this agreement refers to as "confidential information." The purpose of this agreement is to help you understand your duty regarding the treatment of confidential information.

For purposes of this agreement, confidential information includes, but is not necessarily limited to, patient information, medical images, and reports. You may learn of or have access to some or all of this confidential information through a computer system or through your employment activities.

Confidential information is valuable, sensitive and is protected from unauthorized disclosure both by law and by I.H.S. policies. The intent of these laws and policies is to ensure that confidential information will remain confidential - that is, this information will be used only as necessary to provide authorized patient care.

As a referring physician, you hereby agree to conduct yourself in strict conformance to applicable laws and I.H.S.'s policies governing confidential information. Your principal obligations in this area are explained below. You hereby agree to read and to abide by these duties. The violation of any of these duties may result in disciplinary action by I.H.S., which might include, but is not necessarily limited to, termination or limitation of your access to confidential information. In addition, should such disclosure violate State or Federal law, such disclosure may also result in civil and/or criminal liability.

I.H.S. will not disclose protected health information unless it has first executed this signed confidentiality form. The Marketing Department will be responsible for securing signed confidentiality forms from all of I.H.S.'s referring doctors.

If I.H.S. becomes aware of a pattern of activity or practice of a referring doctor that constitutes a material breach or violation of this confidentiality agreement, I.H.S. will take reasonable steps to cure the breach or end the violation.<sup>1</sup>

Accordingly, as a condition of and in consideration of your access to confidential information, you understand and agree that:

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<sup>1</sup> Such steps may include:

- Requiring the business associate to submit periodic reports to I.H.S. concerning its privacy practices;
- Requiring the business associate to reacquire, at its expense, any information it inappropriately sold to a third party; or
- Requiring, as a condition of keeping its contract with I.H.S., that the business associate terminate the employee of the business associate responsible for the breach.

If I.H.S. is unable to correct or cure the business associate violation, it will terminate the agreement, where feasible. The Privacy Officer will have the authority to terminate a business associate contract, subject to the approval of I.H.S.'s management. Where there are no feasible alternatives to the business associate or terminating would be unreasonably burdensome on I.H.S., I.H.S. may choose not to terminate. If I.H.S. finds that it is not practical to terminate, it must notify the Secretary of Health and Human Services of its decision.



Your Partner in Health

Form # 112.001

Direct Scheduling:

T 866 558 4320

F 866 558 4329

imaginghealthcare.com

1. You will use confidential information only as needed to perform your legitimate duties as a referring physician and for no other purposes. This means, among other things, that:

A. You will only access confidential information for which you have a need to know;

B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized by I.H.S..

C. You will not misuse confidential information or act in a careless fashion such that confidential information may be inadvertently disclosed.

2. You will safeguard and will not disclose your access code or any other authorization you have that allows you to access confidential information. You may authorize your employees to access information on your behalf, but you then agree to implement agreements and procedures that require your employees to adhere to the provisions stipulated in this agreement. Furthermore, as an employer or individual, you agree to indemnify and hold I.H.S. harmless from any claim, including expenses incurred by I.H.S., relating to such claims arising out of your or your employees' violation of this agreement.

3. You accept responsibility for all activities undertaken using your access code and other authorization.

4. You will report activities by any individual or entity that you suspect may inappropriately disclose or otherwise jeopardize the confidentiality of confidential information.

5. You understand and agree that your obligations under this Agreement will continue after termination of your access to I.H.S.'s confidential information. You further understand and agree that your privileges hereunder are subject to periodic review, revision and, if appropriate, renewal.

6. You understand and agree that you have no right of ownership interest in any confidential information referred to in this Agreement. Consequently, I.H.S. may at any time revoke your access code, other authorization, or access to confidential information. At all times, you will safeguard and retain the confidentiality of all confidential information.

7. You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your access code or other authorization access to confidential information. You understand that your failure to comply with this Agreement may also result in other legal liability.

Please sign and fax to Danielle Uhl at 619-694-1157 or e-mail [Duhl@Imaginghealthcare.com](mailto:Duhl@Imaginghealthcare.com). Upon receipt of the signed agreement, you will be provided a user name and password by telephone.

Physician Signature

Printed Name

Date

Address

Telephone Number

Fax Number

Specialty

License #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_