

REGIONAL IMAGING AND THERAPEUTIC SERVICES, P.C. (“Regional Radiology”)

**CONFIDENTIALITY AGREEMENT
FOR
PHYSICIAN ACCESS TO REGIONAL RADIOLOGY VOICE DICTATION AND WEB
SERVER (the “Agreement”)**

As a physician who refers patients to Regional Radiology for diagnostic examinations or therapeutic procedures, I request access to the Regional Radiology web server. (the “web server”) and/or digital dictation system in order to review information which is generated as part of such examinations or procedures.

I understand that the information which I will access through the Regional Radiology web server and digital dictation system is Confidential Patient Information which, for purposes of this Agreement, includes patient demographic information (e.g., name, address, date of birth), insurance information, medical status, medical images, diagnostic reports and any other information which may tend to identify a patient and is created or maintained by Regional Radiology. Such Confidential Patient Information is valuable and sensitive and is protected from unauthorized disclosure by Federal and State Law (e.g., HIPAA) as well as Regional Radiology policies. The intent of these laws and policies is to assure that Confidential Patient Information will remain confidential (i.e., it will be used only as necessary to provide patient care, receive payment or as otherwise permitted bylaw).

The purposes of this Agreement is to help you understand and acknowledge your duties and responsibilities as described below, and as a physician who has been authorized to access this web server, you agree to read and abide by these duties and responsibilities. Furthermore, you agree to conduct yourself in strict conformance with applicable laws and Regional Radiology policies governing Confidential Patient Information. The violation of any of these laws or policies may result in limitation to access to the web server and/or digital dictation system. In addition, should such disclosure violate Federal or State Laws, Regional Radiology may be legally obligated to report such violations.

Accordingly, as a condition of your access to the web server and/or digital dictation system any Confidential Patient Information contained therein, you understand and agree that:

1. You will maintain the confidentiality and privacy of any Confidential Patient Information which you obtain from Regional Radiology.
2. You will use Confidential Patient Information only as needed to perform your legitimate duties as a physician. This means that:
 - a. You will only access Confidential Patient Information for which you have a need to know. In other words, you may only access the Confidential Patient Information of individuals who you are treating or assessing as part of a consultation and only to the extent necessary to treat the individual, complete a requested consultation, receive payment for your services or perform any

permitted health care operation (e.g. quality assurance, utilization review). If you require access to Confidential Patient Information or would like to use this Confidential Patient Information for any other purpose, please contact our HIPAA officer at 718-876-2000 ext 156.

b. You will not in any way divulge, copy, disclose, use, release, sell, loan, review, alter or destroy any Confidential Patient Information except as properly authorized Regional Radiology or, in writing, by the patient.

c. You will not misuse Confidential Patient Information or act in a careless fashion such that Confidential Patient Information may be inadvertently disclosed.

3. You will implement appropriate safeguards to protect Confidential Patient Information including, but not limited to:
 - a. Electronic security measures to protect any Confidential Patient Information that you store or transmit electronically; and
 - b. Physical security measures otherwise necessary to protect the Confidential Patient Information.
4. You will not share the access code and password which allows you access to the web server nor will you allow anyone to access the web server under your identity. Furthermore, you will not access the web server using another individual's access code and password, even if that person is an authorized user.
5. You understand that all accesses to the web server will be monitored.
6. You accept responsibility for all activities undertaken using your access code, password or other authorizations and you agree to indemnify and hold Regional Radiology harmless from any claims, including expenses incurred by Regional Radiology, that arise out of your violation of this Agreement.
7. You will report to Regional Radiology any violations of this Agreement of which you become aware, including unauthorized disclosure or misuse of Confidential Patient Information. Further, you agree to mitigate the harmful effects of any unauthorized disclosures made by you.
8. You understand and agree that your obligations under this Agreement will continue after termination of your access to: (a) the Regional Radiology web server; and (b) any other Confidential Patient Information maintained by Regional Radiology.
9. You understand and agree that you have no right or ownership interest in any Confidential Patient Information referred to in this Agreement. Consequently, Regional Radiology may at any time revoke your access code, other authorization, or access to Confidential Patient Information.

10. You will be responsible for your misuse or wrongful disclosure of, or failure to safeguard, Confidential Patient Information. You understand that failure to comply with this Agreement may result in legal action taken by Federal and/or State enforcement agencies.

If you have any questions relating to this information or would like to review any of Regional Radiology's privacy or confidentiality policies, please contact our privacy officer at 718-876-2000 ext 156.

Physician Signature

Print Name

Date Signed

NY MD License #

UPIN #

Group Name if applicable

E-mail Address: