



PACS CONFIDENTIALITY AGREEMENT: GROUP PRACTICE/EMPLOYER

In consideration of Eastern Radiologists, Inc. (“ERI”) agreeing to provide you and your employees with electronic access to ERI’s picture archiving and communication system (“PACS”), you hereby agree to the following terms and conditions:

1. After you sign this Agreement, each of your employees designated by you in writing to ERI as requiring PACS access (“Designated Employees”) will sign the ERI Confidentiality Agreement for PACS Users, a copy of which is attached hereto as **Exhibit A** and is incorporated herein by this reference (“Users Agreement”), and will receive training regarding PACS access. You agree to cause the Designated Employees to comply with each of the obligations imposed upon them pursuant to the Users Agreement. Further, you shall protect all passwords issued pursuant to the Users Agreement and prohibit their use by any person other than the Designated Employee to whom the password has been issued.
2. You shall cause the Designated Employees to access the PACS solely to obtain information about patients with whom you have a treatment relationship. It is your sole responsibility to obtain any and all patient consents or authorizations necessary to allow access to patient information via the PACS by the Designated Employees.
3. Regardless of whether you are a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its regulations, you agree that the information contained in the PACS is “protected health information” (“PHI”) under HIPAA and you agree to guard it appropriately, including without limitation, keeping PHI out of public view, protecting computerized data by logging off when leaving the workstation, and keeping PHI private and secure.
4. You understand and agree that there will be an ongoing process of monitoring and auditing of all users’ access to the PACS. You shall reply promptly to any questions asked by ERI and any information requests made by ERI as a result of its monitoring and auditing process.
5. The violation of any terms of this Agreement by you or any of your Designated Employees may result in termination of all access to the PACS by you and all of your Designated Employees and possible reporting to the NC Medical Board and Office for Civil Rights as A HIPAA violation. ERI reserves the right to terminate your and your Designated Employees’ access to the PACS at any time for any reason.
6. You shall indemnify and hold harmless ERI, its shareholders, officers, directors, employees, and agents for any costs, expenses, claims or damages incurred as a result of or in connection with the use of the PACS by you and your employees, agents, representatives and independent contractors. This indemnity provision shall survive the termination of this Agreement.
7. The confidentiality of all information, which you or any of your employees, agents representatives or independent contractors access via the PACS, shall survive the termination of the Agreement and your access to the PACS.
8. Attached hereto as **Exhibit B** and incorporated herein by this reference is the list of your Designated Employees as the date hereof. You agree to notify ERI prior to, whenever possible, and in no event later than forty-eight (48) hours following, the termination of employment of any Designated Employee for any reason.
9. The undersigned hereby agrees to abide by the terms and conditions of this Agreement and to cause its
10. Designated Employees to abide by the terms of the Users Agreement.

GROUP PRACTICE/EMPLOYER: _____

By _____ Title _____ Date _____



PACS CONFIDENTIALITY AGREEMENT: NON-ERI PROVIDERS

In consideration of Eastern Radiologists, Inc. (“ERI”) agreeing to provide you with electronic access to ERI’s picture archiving and communication system (“PACS”), you hereby agree to the following terms and conditions:

1. After you sign this Agreement and receive training, you will be given your own unique password to access the PACS. You shall protect your password and prohibit its use by others.
2. You shall access the PACS solely to obtain information about patients with whom you have a treatment relationship or for which you otherwise have a legitimate need to access. It is our sole responsibility to obtain any and all patient consents or authorizations necessary to allow your access to patient information via the PACS.
3. Regardless of whether you are a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its regulations, you agree that the information contained in the PACS is “protected health information” (“PHI”) under HIPAA and you agree to guard it appropriately, including without limitation, keeping PHI private and secure.
4. You understand and agree that there will be an ongoing process of monitoring and auditing of your and all users’ access to the PACS. You shall reply promptly to any questions asked by ERI and any information requests made by ERI as a result of its monitoring and auditing process.
5. Your violation of any terms of this Agreement may result in termination of your access to the PACS and possible reporting to the NC Medical Board and the Office for Civil Rights as a HIPAA violation. ERI reserves the right to terminate your access to the PACS at any time for any reason.
6. You shall indemnify and hold harmless ERI, its shareholders, officers, directors, employees, and agents for any costs, expenses, claims or damages incurred as a result of or in connection with your use of the PACS. This indemnity provision shall survive the termination of this Agreement and your access to the PACS.
7. You shall be required to receive training from ERI on the use of the PACS and on privacy/ confidentiality issues prior to receiving your password and access to the PACS. You shall be responsible for training your staff on the privacy/ confidentiality issues as well.
8. The confidentiality of all information which you access via the PACS shall survive the termination of this Agreement and your access to the PACS.

My signature below attests to the fact that I have read, understand and agree to abide by the terms and conditions of this Agreement.

Signature _____ Print Name _____ Date _____

Title _____ Practice Name _____