



**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 \_\_\_\_\_