



U.D.M.I.
UNIVERSITY DIAGNOSTIC MEDICAL IMAGING, P.C.

PACS USER AGREEMENT

University Diagnostic Medical Imaging, P.C. (“UDMI”) has a responsibility to protect the confidentiality and security of patient information that is stored in UDMI’s PACS system. UDMI will periodically monitor and audit the PACS system user accounts to ensure that the system is being used appropriately.

As a referring physician who employees/staff are going to be granted access to the PACS system, on behalf of the referring physician, I agree that I and my employees will comply with the following:

1. I and my employees will ensure that all patient information maintained in the PACS system will be kept confidential, whether in the direct provision of patient care or otherwise.
2. I will ensure that my employees will access and use patient information maintained in the PACS system only on a need to know basis and only for activities that are within the scope of employees’ employment.
3. I will ensure that my employees will disclose patient information maintained in the PACS system consistent with my policies for disclosing confidential information and/or applicable law and within the scope of the employees’ job responsibilities.
4. I and my employees will keep my username and password strictly confidential and will not divulge or share my username and password with any unauthorized individuals for any reason.
5. I and my employees will log off of the PACS system, lock computer screens, use screen savers or otherwise prohibit access to the PACS system if I or my employees are going to be away from the computer on which I or they are accessing the PACS system.
6. The use my username and password is only in connection with treatment of my patients who have been seen by UDMI and whose images are posted on the service.
7. I will immediately contact UDMI if I have reason to believe that my username and password has been discovered or revealed.
8. I will immediately contact UDMI if I suspect that there has been any unauthorized access to or inappropriate use of the patient information in the PACS system.

By signing this form, I understand that it is my responsibility to ensure the confidentiality of all patient information maintained in the PACS system. I warrant that that I am a "covered entity" and "healthcare provider" as such terms are defined in the Health Insurance Portability and Accountability Act ("HIPAA"), particularly at 45 CFR § 160.103, and shall immediately notify UDMI immediately upon my ceasing to be either a covered entity or healthcare provider.

Improper use of such information, whether intentional or due to neglect on my part, is a violation of this agreement and may lead to my access being revoked in addition to any other state or federal legal remedies that may exist. I further agree to indemnify and hold UDMI harmless from any damages or costs incurred by or asserted against UDMI arising from my or my employees' noncompliance with this Agreement. I further acknowledge that the PACS system and software is protected by a variety of licensing agreements and laws and that any misuse of the PACS system may subject me to legal liability. I acknowledge that UDMI may have additional rights and remedies available in law or equity in cases of disclosure of trade secrets or proprietary information. I acknowledge that in the event of any breach of this Agreement or inappropriate use, access or disclosure UDMI related to the PACS system or information obtained through the PACS system, UDMI may seek such legal action and damages as may be allowable under applicable law.

Agreed to and accepted by:

Physician Name (Print): _____ **NPI #:** _____

Specialty: _____ **M.D. Signature:** _____

Group Name: _____ **Tax ID #:** _____

Address: _____

E-mail*: _____

Primary Phone Number: _____

Primary Fax Number: _____

Cell Number: _____

Emergency Number (Back Office): _____

Hospital Affiliation (if any): _____

* Once you have read and agreed to the terms of this agreement, please return it to us either by fax at (718) 824-0706 or by email at afax@udmi.net. You will receive your username and password along with user instructions via this e-mail address within two (2) business days of our receiving this agreement. All future notifications relating to updates and/or upgrades to our system and/or practice will also be communicated to this e-mail address. Please print clearly.