

**HARTSDALE IMAGING, P.C.**  
**CONFIDENTIALITY AGREEMENT**

I, the undersigned, acknowledge that, as a referring physician to Hartsdale Imaging, P.C. (the "Practice"), I have been granted access to the Practice's PACS system (the "PACS"). I understand that I may only access, use or disclose patient information in the PACS about patients with whom I have a treatment relationship for: (1) patient care activities, (2) obtaining payment for my patient care activities, and (3) other purposes expressly permitted by the Practice (collectively, the "Permitted Purposes"). I further agree to the following:

1. All patient information obtained through the PACS is confidential and may only be accessed, used or disclosed for the Permitted Purposes.
2. I will not view, access or disclose any patient record in the PACS, other than for Permitted Purposes regarding patients with whom I have a treatment relationship.
3. I accept responsibility for the use and confidentiality of my password. I may not allow any other person(s) to use my username and password to access the patient information system, nor will I use someone else's username and password to access the PACS.
4. I am required to, and will, log off the PACS upon completion of my tasks.
5. I understand that the Practice will utilize monitoring mechanisms to ensure appropriate system access, and may monitor my access to the PACS.
6. I will comply with the Practice's policies and procedures regarding protected health information and access to and security of the PACS.
7. The Practice makes no representation or warranty concerning the accuracy or completeness of the information on the PACS and expressly disclaims, to the fullest extent permitted by law, any and all warranties, express or implied, of any kind or nature whatsoever regarding such content. There may be documentation which is available at the Practice but has not yet been included in the PACS or which is not permitted, by law, to be included in the PACS and is only available as a hard copy maintained by the Practice. It is my duty to determine whether it is necessary, in my professional judgment to: (a) seek out any additional information which might be available at the Practice; or (b) confirm the information contained in the PACS with other sources.
8. The Practice expressly disclaims any liability for any technical problems with remote computer access, including temporary unavailability or delays in connection time.
9. I will notify the Practice immediately if I become aware of any loss or theft or unauthorized use of my user name and/or password or any unauthorized access to the PACS.
10. I agree to adhere to all applicable laws, rules and regulations regarding the confidentiality of patient information in connection with my access to, and/or use or disclosure of patient information obtained from the PACS. Without limiting the foregoing sentence, I will comply with the requirements of HIPAA regarding the privacy and security of patient information.

Failure to keep patient information confidential or to comply with this Confidentiality Agreement is grounds for termination of access to the PACS and may be a violation of New York State and Federal law, or subject me to criminal prosecutions. I certify that I have read, fully understand and agree to abide by all of the terms and conditions in this Confidentiality Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_