

Confidentiality Agreement

RADIOLOGY MEDICAL GROUP, INC. CONFIDENTIALITY AGREEMENT FOR REFERRING PHYSICIAN ACCESS TO ON-LINE PATIENT IMAGES

As a referring physician, you may have access to medical images and reports from Radiology Medical Group or Radiology Service Partners, L.L.C. (which entities are hereinafter collectively referred to as "Radiology Medical Group"), and you will have access to what this agreement refers to as "confidential information." The purpose of this agreement is to help you understand your duty regarding the treatment of confidential information.

For purposes of this agreement, confidential information includes, but is not necessarily limited to, patient information, medical images, and reports. You may learn of or have access to some or all of this confidential information through a computer system or through your employment activities.

Confidential information is valuable, sensitive and is protected from unauthorized disclosure both by law and by Radiology Medical Group policies. The intent of these laws and policies is to ensure that confidential information will remain confidential - that is, this information will be used only as necessary to provide authorized patient care.

As a referring physician, you hereby agree to conduct yourself in strict conformance to applicable laws and Radiology Medical Group's policies governing confidential information. Your principal obligations in this area are explained below. You hereby agree to read and to abide by these duties. The violation of any of these duties may result in disciplinary action by Radiology Medical Group, which might include, but is not necessarily limited to, termination or limitation of your access to confidential information. In addition, should such disclosure violate State or Federal law, such disclosure may also result in civil and/or criminal liability. Radiology Medical Group will not disclose protected health information unless it has first executed this signed confidentiality form. The Marketing Department will be responsible for securing signed confidentiality forms from all of Radiology Medical Group's referring doctors.

If Radiology Medical Group becomes aware of a pattern of activity or practice of a referring doctor that constitutes a material breach or violation of this confidentiality agreement, Radiology Medical Group will take reasonable steps to cure the breach or end the violation.

Accordingly, as a condition of and in consideration of your access to confidential information, you understand and agree that:

Such steps may include:

- **Requiring the business associate to submit periodic reports to Radiology Medical Group concerning its privacy practices;**
- **Requiring the business associate to reacquire, at its expense, any information it inappropriately sold to a third party; or**
- **Requiring, as a condition of keeping its contract with Radiology Medical Group, that the business associate terminate the employee of the business associate responsible for the breach.**

If Radiology Medical Group is unable to correct or cure the business associate violation, it will terminate the agreement, where feasible. The Privacy Officer will have the authority to terminate a business associate contract, subject to the approval of Radiology Medical Group's management. Where there are no feasible alternatives to the business associate or terminating would be unreasonably burdensome on Radiology Medical Group, Radiology Medical Group may choose not to terminate. If Radiology Medical Group finds that it is not practical to terminate, it must notify the Secretary of Health and Human Services of its decision.

RSP Employee Signature _____

1. You will use confidential information only as needed to perform your legitimate duties as a referring physician and for no other purposes. This means, among other things, that:

- A. You will only access confidential information for which you have a need to know;
- B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized by Radiology Medical Group.
- C. You will not misuse confidential information or act in a careless fashion such that confidential information may be inadvertently disclosed.

2. You will safeguard and will not disclose your access code or any other authorization you have that allows you to access confidential information. You may authorize your employees to access information on your behalf, but you then agree to implement agreements and procedures that require your employees to adhere to the provisions stipulated in this agreement. Furthermore, as an employer or individual, you agree to indemnify and hold Radiology Medical Group harmless from any claim, including expenses incurred by Radiology Medical Group, relating to such claims arising out of your or your employees' violation of this agreement.

3. You accept responsibility for all activities undertaken using your access code and other authorization.

4. You will report activities by any individual or entity that you suspect may inappropriately disclose or otherwise jeopardize the confidentiality of confidential information.

5. You understand and agree that your obligations under this Agreement will continue after termination of your access to Radiology Medical Group's confidential information. You further understand and agree that your privileges hereunder are subject to periodic review, revision and, if appropriate, renewal.

6. You understand and agree that you have no right of ownership interest in any confidential information referred to in this Agreement. Consequently, Radiology Medical Group may at any time revoke your access code, other authorization, or access to confidential information. At all times, you will safeguard and retain the confidentiality of all confidential information.

7. You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your access code or other authorization access to confidential information. You understand that your failure to comply with this Agreement may also result in other legal liability.

Please sign and fax to Brenda Fink at **619-781-9037**. Upon receipt of the signed agreement, you will be provided a user name and password by telephone.

Physician Signature

Print Name

Date

Address

Telephone Number

Fax Number

Specialty

Email Address