

Confidentiality Agreement Regarding Access to Electronic Medical Imaging Data



This agreement, dated as of _____ between Oregon Community Imaging (“OCI”) and _____, hereinafter referred to as the “Practice” is entered into and by the parties in order to set forth the responsibilities and obligations of each regarding their respective ability to access electronic medical imaging data (EMID).

In consideration of the agreements of the parties hereto, the parties hereby agree as follows:

Section 1: OCI Agreements

(A) OCI agrees to provide the Practice with authorized access to its EMID.

Section 2: Practice Agreements

- (A) Practice shall include any physician authorized by OCI (hereafter referred to as “physicians”) practicing within the undersigned physician group and all employees (hereafter referred to as “physician authorized representative”) authorized by a practice physician or physician’s designated practice administrator in said group to have access to the EMID under the terms and conditions of this Agreement.
- (B) The Practice is allowed access to medical records of patients for whom its physician(s) is/are either the attending physician of record, consulting physician(s) of record, covering physician of record or the patient’s primary care physician of record. The Practice agrees not to attempt to access any medical records of patients for whom its physician(s) is/are not physician(s) of record.
- (C) The only individuals who are authorized to have access to the EMID described in Section 2B are physicians and physician authorized representatives who are employed by the Practice and who have signed this Confidentiality Agreement. The physician authorized representative must be designated by a physician member in the Practice, and shall only be entitled to access the EMID while in the employ and under the direct supervision of the physician practice member for whom the individual is the authorized representative. Access to the EMID is limited to authorized persons with a need to know, to the extent necessary, to perform their patient care related duties.
- (D) The physician and physician authorized representative can access medical records by using an individual identification number that will be assigned to him or her. The Practice understands that when an authorized individual’s identification number is used to gain access to a EMID, the identification number, time of access, and the name of the patient whose medical record was accessed will be recorded. All individual authorized employees who have access to the EMID will be assigned an individual password in order to access medical records. The Practice will not authorize any other individuals to have access to the EMID or for individuals to use a password not specifically assigned to that individual.
- (E) The Practice understands and agrees that they must hold all medical information in confidence and not disseminate any of the accessed information for any purpose other than medical care and authorized insurance purposes. Furthermore, the Practice agrees that they have read and understand the notices that are contained in Section 4 of this agreement. The Practice understands that any violation of the confidentiality of medical information by the Practice may result in a violation of State and Federal law and may result in a claim for damages and/or

punitive action. The Practice also agrees to review Section 4 of this Agreement on an annual basis with all of its members. Furthermore, the Practice and its physicians and physician authorized representatives agree that he/she has read and understands the notices that are contained in Section 4 of this agreement.

Section 3: Term

- A) This Agreement will continue in effect until terminated by the Practice or OCI. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B) If OCI or Practice terminates the Agreement, the identification numbers used by all authorized individuals in the Practice to access the EMID will no longer be valid and the Practice will not have access to the EMID. If the Practice member terminates the Agreement, that individual's identification number will become inactive and he/she will no longer have access to the EMID.
- C) A physician or physician authorized representative who is no longer employed by the Practice is considered to have terminated the Agreement. The Practice agrees to notify OCI immediately upon the termination by/of the physician and/or physician authorized representative.
- D) The physician must also notify OCI immediately upon any change in employment status.

Section 4: Notices

Any information obtained from the EMID to which you have access is confidential and must not be disclosed to others unless the patient or his/her authorized representative explicitly consents to such disclosure.

Adoption of OCI Confidentiality Agreement Regarding Access To Electronic Medical Imaging Data By Practice and Practice Member

To Be Completed By the Practice Member Requesting Access

I, _____, the physician, or the physician authorized representative
Printed Name of practice member requesting access
have read and understand the "Agreement Regarding Access to Electronic Medical Imaging Data" (the "Agreement") in its entirety. I hereby adopt the Agreement and agree to all the obligations described for the practice members as outlined in the Agreement, and any amendments agreed upon by the Practice member.

Signed: _____ Date: _____
Signature of practice member requesting access

Required Information For Account Access

Name (User): _____
First Name Middle Initial Last Name Professional Initials

Title: _____ Clinic Name: _____

6 character user defined PIN: ____ _

Email address: _____ (OCI will not disclose your email address to any 3rd parties and will use solely for communicating username or password information)

Contact Phone Number: _____ Extension: _____

To Be Completed By the Practice Physician or Designated Practice Administrator

I, _____, authorize as the Practice Physician or the Physician's
Name of physician or designated practice administrator
Designated Practice Administrator the individual identified above to be granted access to the OCI EMID. In doing so the Practice accepts responsibility as the employer under the terms and conditions of the agreement.

Signed: _____ Date: _____
Signature of physician or designated practice administrator

FAX COMPLETED FORM TO: 503.371.0777