

ELECTRONIC DATA ACCESS AGREEMENT

This Electronic Data Access Agreement (“Agreement”) is entered into by and between _____ (“Provider”) and Radiology Group P.C., S.C. (“RG”). This Agreement is effective as of the date that it is executed by Provider.

Whereas, RG is required by the HIPAA Security Standards (“Security Standards”) to ensure the confidentiality, integrity, and availability of electronic protected health information (“ePHI”) that it creates, receives, maintains, or transmits; and

Whereas, RG is required by the Security Standards to implement policies and procedures for authorizing access to ePHI in a way that is permitted by the HIPAA Privacy Standards (“Privacy Standards”); and

Whereas, RG creates and maintains ePHI about patients to whom it furnishes radiology imaging services; and

Whereas, a part of the ePHI that RG maintains consists of radiology images on a PACS system (“PACS ePHI”); and

Whereas, the treatment and related activities of health care providers require that those providers access RG’s PACS ePHI and such access is permitted by the Privacy Standards; and

Whereas, Provider is a health care provider, or a member of the workforce of a health care provider, that requires such access to RG’s PACS ePHI for its own treatment and related activities, including payment; and

Whereas, RG authorizes, in its sole discretion and according to formal criteria and procedures, certain personally identifiable physicians and allied health professionals whom those physicians supervise (“Authorized Individuals”) to have access to RG’s PACS ePHI for their own treatment and related activities; and

Whereas, Provider is an Authorized Individual; and

Whereas, RG’s information security policy (“Security Policy”) is to limit access only to Authorized Individuals, to restrict the scope of their access to “read only,” to hold Authorized Individuals accountable for their access to PACS ePHI and to maintain records of each Authorized Individual’s access to the PACS ePHI; and

Whereas, RG grants access to Authorized Individuals to RG’s PACS ePHI by means of standard secure internet protocols and browser services utilizing a unique user ID (“UUID”) to identify an Authorized Individual and a password (“Password”) to authenticate the Authorized Individual’s identity;

RG and Provider agree as follows:

1. RG may assign to Provider a UUID and Password that Provider may use to access RG’s PACS ePHI
2. Provider will not disclose its UUID or Password to any other Authorized Individual or to any other person,
3. Provider will limit the use of its UUID and Password only for its own, personal access to RG’s PACS ePHI. Provider will not allow any other person to use [INSERT NAME OF OTHER PARTY]’s UUID and Password.
4. Provider will ensure that any instance of access to RG’s PACS ePHI that is associated with Provider’s UUID and Password involved only Provider viewing the PACS ePHI and did not involve some other person viewing the PACS ePHI.

5. Provider will only access RG's PACS ePHI Provider's own treatment and related activities.
6. Provider will only access RG's PACS ePHI through the access process that requires the UUID and Password.
7. Provider will report to RG any instance in which the UUID and/or Password is disclosed to some other person, or is used by some other person to access RG's PACS ePHI.
8. Provider acknowledges that RG reserves to itself the right to revoke or alter the UUID and Password at any time and for any reason. Provider acknowledges that such RG's action of revocation or alteration under this section does not automatically terminate Provider right to access PACS ePHI through processes other than the use of the UUID and Password.
9. Provider will notify RG when it no longer meets the criteria under which RG authorized its access, and will stop using its UUID and Password.

Provider executes this Agreement by the signature and date below:

Printed Name: _____

Signature: _____

Date: _____

RG executes this agreement by the signature of its letterhead as of the date executed by the other party.