



Introduction

OpenSided MRI Imaging is pleased to introduce our PACS (Picture Archiving and Communications System) web portal. The web viewer link provides you Internet access to your patients' diagnostic reports and images. By simply obtaining a unique user name and password, we are confident that you will find access to your patients' records is easy and straightforward.

When using the OpenSided MRI PACS web server to access health information about an individual patient, federal and state laws require that appropriate steps are taken to protect against the unauthorized use and disclosure of Protected Health Information ("PHI"). The Health Insurance Portability and Accountability Act ("HIPAA") allows health information concerning individual patients to be disclosed to another health care provider for purposes relating to the medical treatment of the patient.

OpenSided MRI reserves the right to terminate this agreement upon making the determination in their sole discretion that there has been a violation or breach of any of the terms and conditions of this agreement.

Agreement

I, _____ (**Print Name**), will be assigned a unique, personal username and password to access OpenSided MRI PACS web server. I agree that the issue of a user name and password are subject to the following terms and conditions:

1. **PASSWORD/USER NAME CONFIDENTIALITY.** I will not divulge my password, user name, or any other information required to access the PACS web server to any other person, nor shall I permit any other person to use my username and password. I understand that my username and password are the equivalent of my legal signature, and I agree to make my best efforts to safeguard my username and password so that they are not unintentionally divulged.
2. **USE FOR TREATMENT ONLY.** I will use my username and password only to gain access to the diagnostic reports and images for the patients who are under the care of my office. I understand that I have no right to view images or other information about persons who are not under the care of my office, and I agree that I will not do so.
3. **COMPLIANCE WITH APPLICABLE LAW.** I understand that OpenSided MRI PACS web viewer contains confidential information that is protected under HIPAA, other federal and state laws, and the ethics rules of the medical profession. I acknowledge that I have received the OSMRI Confidentiality and Security agreement and I agree to comply with all the terms and conditions stated. In addition I understand that OSMRI and affiliated sites follow the guidelines set forth under the Health Insurance Portability and Accountability Act including the Privacy and Security Standards for the protection of Personal Health Information and Confidential Information. _____ (**initial**)
4. **DUTY TO REPORT.** I will contact OpenSided MRI immediately upon any of the following events:
 - a. I learn that a patients' images or reports have been improperly accessed by a third party;
 - b. I learn that my password and user name is or has been in the possession of any third party;
 - c. I change my employment status or practice; or
 - d. I learn of any other misuse of OpenSided MRI 's PACS web portal.
5. **MONITORING.** I acknowledge that my use of OpenSided MRI's PACS web viewer will be monitored and that upon discovery of improper use or disclosure of patient information, my access to the PACS web viewer may be terminated. **Acknowledgement**

I accept responsibility for any and all use of my username and password. By signing below, I understand and agree with the foregoing terms and conditions. I will contact OpenSided MRI immediately if I feel that my username and password are no longer secure.

Printed Name:	Signature:	Date:
Practice Name:	Provider Name:	Full Address:
Phone:	Fax:	E-mail:

OpenSided MRI

Please email this form to mpienschke@mrrholdingsinc.com



**Confidentiality and Security Agreement
and
System Access Authorization for OpenSided MRI (OSMRI) PACS**

I understand that the facility of business entity (the "company" in which or for whom I work, volunteer or provide services, or with whom the entity (e.g. physician practice for which I work has relationship (contractual or otherwise) involving the exchange of health information with OSMRI and affiliated sites through a picture archiving and communication system (PACS) which enables OSMRI and the Company to significantly reduce the inefficiencies of a manual film tracking and filing system while allowing radiology images to be combined with other patient reports and to be available digitally in multiple locations simultaneously (PACS). I further understand that the company and OSMRI have a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patient's health information (PHI) and confidential information.

In the course of my employment/assignment/affiliation at the Company, I understand that I may come into possession of this type of Confidential Information via PACS. I will access and use this information only when it is necessary and in accordance with the terms of this agreement and as otherwise provided by law. I further understand that I must comply with the Agreement in order to obtain authorization for access to Confidential Information and PHI.

1. I will not disclose or discuss PHI or Confidential information; unless directly related to continuity of patient care.
2. I will not make any unauthorized transmissions, inquiries, or modifications of PHI.
3. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the company, or if I continue practice in another company.
4. I understand that I have no right to any ownership interest in any information or equipment accessed or created as a part of this agreement.
5. In using PACS and having access to Confidential Information, I will act in the best interest of the Company and OSMRI in accordance with the highest standards of conduct at all times.
6. I understand that violation of this agreement may result in suspension and loss of privileges, with loss of access to Confidential Information via PACS.
7. I will not demonstrate the operation or function of PACS to unauthorized individuals; including disclosure of my user name and password.
8. I understand that I should have no expectation of privacy when using PACS. OSMRI may log, access, review and otherwise utilize information stored on or passing through PACS in order to manage the system and enforce security.
9. I will practice good workstation security measures such as locking up CDS/diskettes when not in use, continue with password access to the system, and positioning screens away from public view.
10. I will use only my officially assigned User-ID and password.
11. I will not share/disclose user-IDS or passwords or use tools or techniques to break/exploit security measures.
12. I will notify OSMRI if my password has been seen, disclosed, or otherwise compromised, and will report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Confidential Information or PHI.
13. I will only access PACS to review patient records when I have that patient's consent to do so. By accessing a patient's record, I am affirmatively representing to OSMRI at the time of each access that I have the requisite patient consent to do so and OSMRI may rely on that representation in granting such access to me.
14. I accept full responsibility for the actions of any employees or agents under my control who may access Confidential Information and or PHI via PACS.