



Confidentiality Agreement

Please fax completed form to: 918-496-5263

CONFIDENTIALITY AGREEMENT

FOR REFERRING PHYSICIAN ACCESS TO ON-LINE PATIENT IMAGES

As a referring doctor, you may have access to medical images and reports from a Servant Medical Imaging Company, and you will have access to what this Agreement refers to as "Confidential Information." The purpose of this Agreement is to help you understand and acknowledge 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, reports and such other information which, in the context, the provision of medical services should be maintained as confidential. 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 and sensitive and is protected from unauthorized disclosure both by law and by our Company policies. The intent of these laws and policies is to assure that Confidential Information will remain confidential - that is, that it will be used only as necessary to provide authorized patient care.

As a referring doctor, you hereby agree to conduct yourself in strict conformance to applicable laws and our Company'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 Aspen Medical Imaging, which might include 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 legal liability.

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

1. You will use Confidential Information only as needed to perform your legitimate duties as a referring doctor for purposes of treatment of the referred patient 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 our Company.
 - 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 our Company harmless from any claim, including expenses incurred by our Company, relating to such claims arising out of your and/or your employee's 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 our Company's Confidential Information. You further understand and agree that your privileges hereunder are subject to periodic review, revision and if appropriate renewal, limitation or termination.
6. You understand and agree that you have no right or ownership interest in any Confidential Information referred to in this Agreement. Consequently, our Company 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 under both this Agreement and based on governing Federal and State laws 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 to the patient and/or Servant Medical Imaging and affiliates.

Physician Signature _____ Physician Printed Name: _____

Date: _____ E-mail address: _____ Phone Number: _____