

South Georgia Health System
Confidentiality, Computer Usage, and Accountability Agreement
(Site)

This Agreement (“Agreement”) entered into by and between the Hospital Authority of Valdosta and Lowndes County, Georgia (the “Hospital Authority”) and _____ (the “Site”).

In consideration for the agreement of the Hospital Authority of Valdosta and Lowndes County, Georgia to allow the Site to use or access SGHS Facility computer and communication systems, including, but not limited to electronic medical record systems (“Information Systems”) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

DEFINITIONS

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, codified at Title 45, Parts 160 and 164 of the United States Code of Federal Regulations.

“Information Systems” means SGHS Facility computer and communication systems, including, but not limited to, electronic medical record systems.

“SGHS Facility(ies)” means the following facility(ies) owned and operated by the Hospital Authority of Valdosta and Lowndes County, Georgia: South Georgia Medical Center, SGMC Berrien Campus, SGMC Lanier Campus and SGMC Lakeland Villa.

“Site Administrator” means the individual designated by The Site to update and confirm appropriateness of The Site Members receiving access to Information Systems.

"Site Individual" means a person who: is employed by the Site, who is identified in Exhibit A attached hereto and incorporated herein by reference, as amended from time to time by supplement to Exhibit A furnished by the Site Administrator to the Hospital Authority; and who has executed a *Confidentiality, Computer Usage and Accountability Agreement* in the form attached hereto as Exhibit B. Individuals who maintain Clinical Privileges or Clinical Functions at a SGHS Facility are not Site Individuals. Such individuals who desire access to the Information Systems are issued access as part of his/her SGHS Facility Clinical Privileges or Clinical Functions appointment.

1. HOSPITAL AUTHORITY

1.1. The Hospital Authority agrees to issue a user identification code (“User ID”) and password to each Site Individual(s) identified in Exhibit Attached hereto and incorporated herein by reference (as such Exhibit A is updated from time to time as provided herein) in order to allow such Site Individual(s) to access to Information Systems in accordance with the terms and subject to the conditions set forth in this Agreement and each Site Individual’s *Confidentiality, Computer Usage, and Accountability Agreement*, the form of which is attached hereto as Exhibit B and incorporated herein by reference.

1.2. The Hospital Authority will send notice to the Site Administrator at least ten (10) days prior to the date by which the Site Administrator must confirm and verify the Site Individuals.

2. SITE

2.1. The Site is responsible for identifying and requesting access to Information Systems on behalf of Site Individuals.

2.2. The Site represents and warrants that each Site Individual has a legally valid and appropriate need-to-know the information for which the Site requests access, and that the Site will request access to information to the minimum extent necessary for the Site Individuals’ assigned duties.

2.3. The Site shall designate a Site Administrator to maintain an accurate list of the Site Individuals and to furnish the Hospital Authority with supplements to Exhibit A promptly upon any change in the designation of the Site Individuals.

2.4. Every every ninety (90) days, the Site shall confirm that the Site Individuals listed on Exhibit A are employees of the Site who require the access to the Information Systems designated on such Exhibit A. The Site Administrator shall submit a *Confidentiality, Computer Usage, and Accountability Agreement*, the form attached hereto as Exhibit B, executed by each Site Individual. In the event

that the Site Individuals are not verified by midnight on the last day of the applicable ninety (90) day time period, the accounts for the Site and all Site Individuals are deactivated until the Site Individuals are re-verified by the Site Administrator.

2.5. The Site agrees to immediately request a password reset if the Site, the Site Administrator or any Site Individual suspects that the security of any User ID and password issued pursuant to this Agreement has been compromised or broken.

2.6. The Site agrees to immediately request a password reset if the Site, the Site Administrator or any Site Individual suspects that the security of any User ID and password issued pursuant to this Agreement has been compromised or broken.

2.7. The Site agrees to respect and abide by, to the best of the Site's ability, all federal, state and local laws pertaining to the confidentiality of identifiable medical, personal and financial information, and further agrees to adhere, to the best of the Site's ability, to all policies and procedures adopted to comply with the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and their related regulations (collectively "HIPAA") governing the privacy and security of protected health information ("PHI").

2.8. The Site agrees that access to Information Systems granted to Site Individuals pursuant to this Agreement is limited to access to: (i) the electronic medical records of patients for whom a physician providing services on behalf of the Site is a physician of record (attending, consulting or covering physician; or (ii) only the electronic records necessary for the Site to fulfill the Site's obligations to perform pursuant to the Site's contractual relationship with the Hospital Authority.

2.9. The Site will implement physical, administrative, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI obtained from SGHS Facilities and the Information Systems.

2.10. The Site is responsible for providing training and education for all Site Individuals regarding HIPAA and the Site Individual's responsibilities pursuant to this Agreement and the Site Individual's *Confidentiality, Computer Usage, and Accountability Agreement*. Such training and education shall include the responsibilities imposed on Site Individuals and the limitations on his/her access to the Information Systems, including each Site Individual's understanding and agreement that by obtaining access to the Information System pursuant to this Agreement, he/she understands and agrees:

- (a) To protect the privacy and security of confidential information he/she accesses through the Information Systems.
- (b) To use this access only in accordance with HIPAA and represents that he/she has had appropriate education on HIPAA compliance.
- (c) To respect and abide by, to the best of his/her ability, all federal, state and local laws pertaining to the confidentiality of identifiable medical, personal and financial information, and further agree to adhere, to the best of my ability, to all policies and procedures adopted by the SGHS Facility to comply with HIPAA provisions governing the privacy and security of protected health information.
- (d) That the User ID and password issued to him/her to access the Information Systems are the equivalent of his/her signature and understands that he/she is accountable for all entries and actions recorded under them.
- (e) That User ID and password are treated as equivalent to my legal signature, and he/she is responsible for all computer access under such User ID and password and for all entries in the medical record under his/her User ID and password.
- (f) Will protect the confidentiality of his/her User ID and password and agrees not to release his/her User ID or password to anyone, or allow anyone to access or alter information under his/her identity.
- (g) Will request a new password or User ID if it is accidentally revealed.
- (h) Not to attempt to access information by using a User ID or password other than his/her own.
- (i) Will change my password in compliance with then-current SGHS Facility policies.
- (j) Is responsible for logging out of computer systems.
- (k) Any and all transmissions or data utilized or stored on SGHS Facility Information Systems and access to such systems are monitored and are subject to review and inspection at any time.
- (l) Has no expectation of personal privacy in the use of any SGHS Facility Information Systems or of data or communications utilizing such systems.
- (m) Will not use SGHS Facility equipment or resources to engage in illegal activities or harass anyone.

- (n) SGHS Facility electronic mail, including electronic mail within the SGHS Facility electronic medical record is SGHS Facility property and should be used only for business purposes.
- (o) SGHS Facility electronic mail is subject to review and inspection at any time.
- (p) Has no expectation of personal privacy in the use of any SGHS Facility electronic mail.
- (q) Will not tamper with SGHS Facility computer setups.
- (r) Will protect the privacy and security of confidential information he/she accesses through the Information Systems.
- (s) Must have a legally valid and appropriate need-to-know the information that he/she accesses through the Information Systems for purposes of performing his/her job duties.
- (t) Will access information to the minimum extent necessary for his/her assigned duties and will disclose such information only to persons authorized to receive it and who have a need-to-know such information for their job duties.
- (u) Inappropriate access and/or unauthorized release of confidential information or PHI may result in disciplinary action, up to and including, as applicable, termination of his/her access to the Information Systems and may result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts.
- (v) Inappropriate access and/or unauthorized release of confidential information or PHI may result in temporary and/or permanent termination of his/her, and/or his/her employer's, access to the Information Systems.
- (w) His/her access to SGHS Facility Information Systems will terminate with his/her employment with the Site.
- (x) His/her access to SGHS Facility Information Systems may be terminated if he/she violates the terms of this Agreement.

2.11. The Site acknowledges the misuse of access to Information Systems or of confidential information maintained in electronic form may subject the Site and/or Site Individual(s) to termination of contract and may result in report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts.

3. Term and Termination

- 3.1. This Agreement shall remain in effect until the occurrence of one of the terminating events described in Section 3.2, 3.3 or 3.4 below.
- 3.2. This Agreement may be terminated by the Hospital Authority by providing written notice to the Site.
- 3.3. The Hospital Authority may suspend or deactivate Site Individual(s) access to the Information Systems by providing written notice to the Site.
- 3.4. Either party may terminate this Agreement at any time upon five (5) days prior written notice to the other party.
- 3.5. Upon termination of this Agreement, all User IDs issued pursuant to this Agreement shall be disabled and the Site Individuals will not have access to the Information Systems.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates below.

“The Site”

_____, 20 ____

By: _____

Title: _____

“Hospital Authority”

Hospital Authority of Valdosta and Lowndes County, Georgia, d/b/a South Georgia Medical Center, SGMC Berrien Campus, SGMC Lanier Campus and SGMC Lakeland Villa

_____, 20 ____

By: _____

Title: _____

Exhibit B

Form of
Confidentiality, Computer Usage and Accountability Agreement
Attached

South Georgia Health System
Confidentiality, Computer Usage, and Accountability Agreement

“SGHS Facility(ies)” means the following facility(ies) owned and operated by the Hospital Authority of Valdosta and Lowndes County, Georgia: South Georgia Medical Center, SGMC Berrien Campus, SGMC Lanier Campus and SGMC Lakeland Villa.

In consideration for the agreement of the Hospital Authority of Valdosta and Lowndes County, Georgia to allow me to use SGHS Facility computer and communication systems, including, but not limited to electronic medical record systems (“Information Systems”), I agree to the following:

1. The user identification code (“User ID”) and password issued to me to access SGHS Facility Information Systems are the equivalent of my signature and I am accountable for all entries and actions recorded under them.
2. My User ID and password are treated as equivalent to my legal signature, and I am responsible for all computer access under my User ID and password and for all entries in the medical record under my User ID and password.
3. It is my responsibility to protect the confidentiality of my User ID and password. I will not release my User ID or password to anyone, or allow anyone to access or alter information under my identity. It is my responsibility to request a new password or User ID if mine is accidentally revealed.
4. I will not attempt to access information by using a User ID or password other than my own.
5. I will change my password in compliance with then-current SGHS Facility policies.
6. I am responsible for logging out of computer systems.
7. Any and all transmissions or data utilized or stored on SGHS Facility Information Systems and access to such systems are monitored and are subject to review and inspection at any time. I acknowledge and understand that I have no expectation of personal privacy in the use of any SGHS Facility Information Systems or of data or communications utilizing such systems.
8. I will not use SGHS Facility equipment or resources to engage in illegal activities or harass anyone.
9. I understand that SGHS Facility electronic mail, including electronic mail within the SGHS Facility electronic medical record is SGHS Facility property and should be used only for business purposes. SGHS Facility electronic mail is subject to review and inspection at any time. I acknowledge and understand that I have no expectation of personal privacy in the use of any SGHS Facility electronic mail.
10. I will not tamper with SGHS Facility computer setups.
11. I agree to protect the privacy and security of confidential information I access through the Information Systems. I will use this access only in accordance with the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and their related regulations (collectively “HIPAA”). I represent that I have had appropriate education on HIPAA compliance. I agree to respect and abide by, to the best of my ability, all federal, state and local laws pertaining to the confidentiality of identifiable medical, personal and financial information, and further agree to adhere, to the best of my ability, to all policies and procedures adopted by the SGHS Facility to comply with HIPAA provisions governing the privacy and security of protected health information.
12. I represent that I have a legally valid and appropriate need-to-know the information that I am accessing for purposes of performing my job duties. I will access information to the minimum extent necessary for my assigned duties and will disclose such information only to persons authorized to receive it and who have a need-to-know such information for their job duties.
13. Any and all transmissions or data utilized or stored on the Information Systems and access to such systems are monitored and are subject to review and inspection at any time. I acknowledge and understand that I have no expectation of personal privacy in the use of any SGHS Facility Information Systems or of data or communications utilizing such systems.
14. I understand that it is my responsibility to read and abide by all SGHS Facility policies and procedures as adopted and amended from time to time regarding the use of SGHS Facility Information Systems.
15. Inappropriate access and/or unauthorized release of confidential information or PHI may result in disciplinary action, up to and including, as applicable, termination of contract, clinical privileges or clinical functions, and may result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of confidential information or PHI may result in temporary and/or permanent termination of my, and my employer’s, access to the Information Systems.
16. My access to SGHS Facility Information Systems will terminate with my employment, contract, clinical privileges or clinical functions.
17. My access to SGHS Facility Information Systems may be terminated if I violate the terms of this Agreement.

I HAVE READ THE ABOVE AGREEMENT AND AGREE TO COMPLY WITH THIS AGREEMENT AS A CONDITION OF CONTINUING AFFILIATION WITH SGHS FACILITY(IES).

Print Name: _____

Signature: _____ Date: _____