DEKALB MEDICAL NON-PHYSICIAN
USER ACCESS AND CONFIDENTIALITY AGREEMENT

This Non-Physician User Access and Confidentiality Agreement is made and entered into effective as of the ___ day of _____, 20__ ("Effective Date") by and between DeKalb Regional Health System, Inc. (hereinafter referred to as "DRHS" or "DeKalb Medical") and _____ (hereinafter referred to as "User").

WHEREAS, User has requested access to certain of DRHS' information systems as a result of which User will have access to certain Individually Identifiable Health Information of patients of DRHS and its subsidiary hospital facilities; and

WHEREAS, DRHS desires to appropriately balance the need for certain individuals to have access to DRHS' patient information systems for legitimate purposes with the need to appropriately maintain the privacy and confidentiality of the information of its patients; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, DRHS is willing to grant User access to those certain of its information systems upon the terms and conditions set forth herein.

1. Definitions:
    1.1 **"Individually Identifiable Health Information"** means any information collected from an Individual and held by DRHS, or any if its respective affiliates (collectively, the "System"), including elements that allow unique identification of an Individual, such elements include without limitation, specific demographic information such as name, address, social security number, date of birth, and sex that: (a) is created or received by the System; and (b) relates to the past, present or future physical or mental condition of an Individual; the provision of health care to the Individual; or the past, present, or future payment for the provision of health care to the Individual and identifies the Individual or provides a reasonable basis to believe the information can be used to identify the Individual ("Individually Identifiable Health Information"). By way of example and not in limitation of the foregoing, Individually Identifiable Health Information includes: (a) patient information generated, collected, maintained, transmitted or distributed by the System including transferred medical records, x-rays, charts and all correspondence; (b) information entrusted by a patient or research subject to a physician; (c) any knowledge that the System has regarding a patient; or (d) research information collected, generated, maintained or disseminated by the System which identifies an Individual or when combined with other data can lead to the identification of an Individual.

1.2 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time.

1.3 **"Individual"** means the person who is the subject of the Protected Health Information

1.4 **"Protected Health Information" or "PHI"** means Individually Identifiable Health Information that is transmitted by electronic media, maintained in any form of electronic media, or transmitted or maintained in any other form or medium.

2. Upon the execution of this Agreement, DRHS has authorized User to access those certain of DRHS' information systems as are set forth on the Non-Employee System Access Request Form attached hereto as Exhibit A (the "Information System"). User may only use the Information System for the sole purpose of accessing PHI of those Individuals for which User has a specific, legitimate need for access to such PHI (the "Permitted Purpose"). Use of the Information System may commence upon his/her completion of all required DRHS training programs.
3. In consideration of the access to the Information System, User agrees to maintain, the confidentiality of the Information System and all information obtained therefrom, except as expressly permitted in this Agreement or otherwise. Furthermore, User shall promptly report to DRHS any activity that he/she suspects may compromise the confidentiality of the Information System and the information contained therein, including any unauthorized use or disclosure, of which he/she becomes aware. Reports made about such unauthorized uses or disclosures shall be made in good faith and held in confidence to the extent permitted by law.
4. User will abide by all applicable policies, procedures, rules and regulations of DRHS regarding the use of the Information System, including but not limited to, cooperation with any and all audit activities conducted by DRHS with respect to the Information System.
5. User will not (i) use the Information System for any purpose other than the Permitted Purpose, or (ii) attempt to obtain any information which User is not otherwise authorized by DRHS to obtain.
6. At any time and at its sole discretion, DRHS may permanently or temporarily revoke, suspend, or otherwise terminate User's authority to access the Information System with or without notice. User agrees to abide by any and all decisions by DRHS regarding the use of the Information System.
7. User will be granted a unique user identification and password. User will keep such user identification and password confidential and will not share such with any person, including, but not limited to, User's employer, co-worker, employees and physicians.
8. Any violation of this Agreement by User may result in an immediate termination of access to the Information System. DRHS shall be entitled to obtain immediate

injunctive relief against any breach or threatened breach of this Agreement by User (in addition to other legal remedies which may be available), and User hereby consents to DRHS' obtaining of such injunctive relief.

9. The parties acknowledge and agree that DRHS owns and has the sole right of control over all DRHS reports, records, and supporting documents prepared in connection with services rendered to patients of DRHS, except as expressly provided otherwise in this Agreement or other agreements..

10. User shall take all appropriate security precautions necessary to safeguard the Information System and the information thereon and to prevent the use, disclosure or destruction of such Information System and information by User in any manner which has not been expressly authorized by this Agreement. In the event that User has been granted remote access to the Information System, User agrees to use reasonable virus precautions to prevent the transmittal of viruses to the Information System.

11. In connection with his/her access to the Information System, User shall adhere to all applicable laws, rules and regulations regarding the confidentiality of patient information. Without limiting the foregoing, User shall comply with the applicable requirements of HIPAA and any related regulations promulgated thereunder regarding the privacy and security of PHI. In addition, User agrees to execute any documents reasonably necessary for each of the parties to comply with HIPAA.

12. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supercedes any and all other prior negotiations, agreements, understandings and undertakings between the parties with respect to such subject matter, whether oral, written or otherwise. No amendment or modification of this Agreement shall be effective unless signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors. User shall not assign, transfer, convey, or otherwise dispose of this Agreement or his/her/its right, title or interest therein to any third party without the prior written approval of DRHS. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia without reference to principles of conflicts of laws. The parties agree that any and all proceedings related to the subject matter of this Agreement shall be maintained in the state or federal courts having jurisdiction in the County of DeKalb, State of Georgia.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

DEKALB REGIONAL HEALTH SYSTEM, INC.	**USER**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

Non-Employee System Access Request Form

Complete all relevant information and return to INFORMATION SECURITY DEPARTMENT at 404-501-5037.

Manager Name:	Phone Ext.:
Department Name:	Department Cost Center:
Facility:	

I certify that any requisite permission of the System/Application Owner(s) has been obtained.

Non-Employee Name:	
Company Name:	
Address:	
Phone number:	
Fax Number:	
Email Address:	

Access to the following system(s)/ modules/functionality is requested for the following individuals in conjunction with the _____ contract or project. Access will be granted from (date) _____ to (date) _____.

(If system required is not listed please write the name of the system in the space below.)

Check required Systems	System	Module	Access Level
☐	Novell	☐ Notes ☐ iNotes	
☐	Lotus Notes		
☐	RCO Invision	☐Patient Management ☐Patient Accounting	
☐	SCM		
☐	Sovera	☐HIMS ☐ PFS	
☐	Remote Access		(please fill out Remote Access Request Form)
☐	Physician Portal		☐Office Staff
☐			
☐			
☐			