

ELECTRONIC SIGNATURE AUTHENTICATION

And

CONFIDENTIALITY AGREEMENT

For

Access To Clinical Information of

Roper St. Francis Healthcare

I certify that my user identification and password identifier represents my signature and as such carries all the ethical and legal implications of a written signature.

I will not disclose this personal password identifier to any other person or permit another user to use it.

I understand that patient information is confidential and agree to follow Roper Saint Francis Healthcare Policies, Procedures, Rules and Regulations of the Medical Staff pertaining to patient confidentiality.

I further agree to comply with all applicable laws, regulations, rulings or standards and amendments hereto, of all entities which govern, regulate, and/or accredit the parties, including the **Health Insurance Portability and Accountability Act of 1996(HIPAA)**, but not limited to, federal, state, and local government agencies, as well as the JCAHO. The parties further agree that to the extent such changes in applicable laws, regulations, rulings or standards, substantially affect the provisions of this Agreement or make privileges and immunities available, whether related to privacy requirements, or otherwise, the parties shall execute such written amendments to this Agreement as may be necessary to assure continued compliance with such laws, regulations, rulings, and standards, to preserve the continuous viability of the provisions of this Agreement and to take advantage of such privileges and immunities.

I hereby agree to indemnify, defend and hold harmless RSFH, its agents and employees, from all claims, fines, demands, suits, actions or costs, including legal and other professional fees, or any other liability relating to or arising out of my acts or omissions, or my agents or employees' acts or omissions.

I understand that failure to maintain both patient confidentiality and confidentiality of my personal password will result in the forfeiture of my rights to use **All Systems and Electronic Signature Functions**.

I further understand that the improper use of the subject software, including, but not limited to, disclosure of any patient data or other confidential information, other than as expressly permitted by Roper Saint Francis Healthcare policy or local, state, or federal law, could cause Roper Saint Francis Healthcare irreparable injury and damage, the amount of which would be difficult to determine. In the event any member of the medical staff or his/her designees, employees, agents, or assistants violates this oath of confidentiality, Roper Saint Francis Healthcare shall be entitled to injunctive relief without the need for posting a bond. In addition, Roper Saint Francis Healthcare shall be entitled to reimbursement from the defaulting party for any legal fees and associated costs incurred to pay any regulatory fines and judgments or to otherwise enforce the provisions of this paragraph.

Print Name _____

Signature _____

Date _____

Witness _____

Please Circle School:

Trident Technical College

Charleston Southern University

Medical University of South Carolina

South Carolina State University