



IT ACCESS AGREEMENT

(For Non-Employed Personnel Requesting IT Access)

This Agreement is made and entered into on this ____ day of _____, 20__, (the "Effective Date") by and between St. Luke's University Health Network, on behalf of itself and its affiliates and subsidiaries (individually and collectively, "SLUHN") and _____ (referred to as "I", "me" or "Personnel"). The following rules for confidentiality and access to SLUHN's information technology and computer systems apply to all non-public patient and business information ("Confidential Information") of SLUHN and affiliated entities. As a condition of being permitted to have access to Confidential Information relevant to my responsibilities, I agree to the following rules:

1. Permitted and required access, use and disclosure:

- a. To the extent my provision of services for SLUHN requires me to access Confidential Information that constitutes Protected Health Information ("PHI") as that term is defined by the regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), I will comply with the Business Associate Agreement I have entered into with SLUHN, if any. If there is any conflict between such Business Associate Agreement and this Agreement, the Business Associate Agreement shall control.
- b. I will access, use or disclose Confidential Information that constitutes PHI only for legitimate purposes of diagnosis, treatment, obtaining payment for patient care, or performing other health care operations functions permitted by HIPAA and I will only access, use or disclose the minimum necessary amount of information needed to carry out my job responsibilities.
- c. I will access, use or disclose Confidential Information only for legitimate business purposes of SLUHN.
- d. I will protect all Confidential Information to which I have access, or which I otherwise acquire, from loss, misuse, alteration or unauthorized disclosure, modification or access including:
 - i. making sure that paper records are not left unattended in areas where unauthorized people may view them, and not unreasonably leaving my workstation or other device unattended while logged on;
 - ii. using password protection, screensavers, automatic time-outs or other appropriate security measures to ensure that no unauthorized person may access Confidential information from my workstation or other device;
 - iii. appropriately disposing of Confidential Information in a manner that will prevent a breach of confidentiality and never discarding paper documents or other materials containing Confidential Information in the trash unless they have been shredded;
 - iv. safeguarding and protecting with a PIN or passcode all portable electronic devices containing Confidential Information including smartphones, PDAs, CDs, and USB thumb drives.
- e. I will review and comply with all of SLUHN's policies, procedures and expectations pertaining to its information technology including all access and security procedures, and any other policies and procedures that reasonably apply to my use of SLUHN's information technology and systems and/or my access to information on or related to the information technology and computer systems including off-site (remote) access using portable electronic devices.

2. Prohibited access, use and disclosure:

- a. I will not access, use or disclose Confidential Information for personal reasons, or for any purpose not permitted by SLUHN's policies, procedures and expectations. I agree to hold in confidence any passwords or access codes issued to me, or created by me, for access to SLUHN's information

technology permitted by SLUHN's policies, procedures and expectations. I will not use another person's log-in ID, password, other security device or other information that enables access to SLUHN's information technology or computer systems or applications.

- b. If my employment or association with SLUHN ends, I will not subsequently access, use or disclose any SLUHN Confidential Information and will promptly return any security devices and other SLUHN property.
- c. I will not engage in any personal use of SLUHN's information technology or computer systems that inhibits or interferes with the productivity of employees or others associated with SLUHN operations or business, or that is intended for personal gain.
- d. I will not use, access, transmit or display to others information which is disparaging to others based on race, national origin, sex, sexual orientation, age, disability or religion, or which is otherwise offensive, inappropriate or in violation of SLUHN's policies, procedures and expectations.
- e. I will not utilize the SLUHN's information technology to access internet sites that contain content that is inconsistent with the mission and values of SLUHN.

3. Accountability:

- a. I will immediately notify SLUHN if I believe that there has been improper/unauthorized access to SLUHN's information technology or computer systems, improper use or disclosure of PHI or other Confidential Information, or the loss or disclosure of my password or other information that would permit unauthorized access to the SLUHN systems.
- b. I understand that SLUHN may monitor my access to, and my activity within, SLUHN's information technology and computer systems, and I have no rightful expectation of privacy regarding such access or activity.
- c. I understand that if I violate any of the requirements of this agreement, my access may be suspended or terminated and/or I may be liable for breach of contract and subject to substantial civil damages and/or criminal penalties. I am aware that violation of applicable privacy laws may result in fines or imprisonment, civil and/or criminal liability.
- d. If I lose my security device, I will report the loss to SLUHN immediately and I may be charged for its replacement.

4. SLUHN Network:

- a. I understand that access to SLUHN's network is "as is", with no warranties and all warranties are disclaimed by SLUHN.
- b. SLUHN may suspend or discontinue access to protect its information technology and computer systems to accommodate necessary down time. In an emergency or unplanned situation SLUHN may suspend or terminate access without advance warning.

5. Choice of Law

I understand that this Agreement is governed by and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Disputes that cannot be resolved by the parties shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then pertaining, before one neutral arbiter, with the laws of the Commonwealth of Pennsylvania being applied. The parties hereby consent to the holding of arbitration in Lehigh County, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of

the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award.

6. Term

The term of this Agreement shall commence on the Effective Date and continue for a period of six (6) months, unless terminated earlier pursuant to this Agreement. I understand that access is granted initially for a period of not more than six (6) months, and may be only be extended thereafter upon receipt of business justification for continued access from a SLUHN requesting manager. Notwithstanding, the terms of access and my obligations hereunder shall survive any termination of this Agreement.

I understand that any breach of this Agreement by me shall constitute good cause for SLUHN to terminate this Agreement, my access to SLUHN computer systems and use of Confidential Information, or any underlying service agreement I have with SLUHN.

Signature of Personnel: _____

Printed Name: _____

Company Name (if applicable): _____

Date: _____

Important Note: The following section must be reviewed and completed by the Personnel's employer or contracting entity ("Employer"), as applicable, unless such Personnel is a sole proprietor.

7. Employer acceptance of responsibility for an individual with access to Confidential Information:

- a. Employer agrees hold harmless SLUHN, its affiliates and any of their successors, assigns, employees, officers, agents and independent contractors, from and against any and all liability, loss, damage, claims, causes of action and expense, including but not limited to reasonable attorneys' fees, arising out of or in breach of this Agreement. These obligations shall survive any termination of this Agreement.
- b. Employer agrees to notify SLUHN within 5 business days if any of its employees or agents who have access to SLUHN's information technology, computer systems or applications no longer need or are ineligible for access.
- c. Employer agrees to report any actual or suspected privacy or security violations made by its employees and/or agents to SLUHN.
- e. Employer understands that SLUHN may terminate the employee and/or agent's access at any time.

Signature on Behalf of Employer: _____

Name and Position: _____

Company Name (if applicable): _____

Date: _____