Agreement of Non-Employed Personnel for 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 ________________ (“Non-Employed 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 portable electronic devices containing Confidential Information including laptops, 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 and sanctions:

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 SLHNN 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.

e. I understand that a criminal or other background check may be conducted as a prerequisite to my having
authorization for access to SLUHN’s Information Technology and that I may be required to provide
personal information to SLUHN to complete such background checks.

4. Network as is:

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.

c. 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.
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 stated above and continue for a period of one (1) year. Unless I notify SLUHN in writing of my intent to renew this Agreement at least thirty (30) days prior to the expiration of the term, this Agreement shall terminate at the expiration of the term.

Signature of Non-Employed Personnel: ________________________________  
Printed Name: ________________________________  
Date: ________________________________

**Important Note:** If the non-employed personnel signing above is not a sole proprietor (i.e. he/she is employed or retained by a non-St. Luke’s entity), the following section must be reviewed and completed by his/her employer or contracting entity, as applicable.

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

   a. I agree to all of the rules and conditions set forth above, and additionally agree to accept responsibility for all actions and/or omissions by my employees and/or agents. I understand that it will be my responsibility to notify SLUHN on behalf of my employee, as required in Paragraph 6, above.

   b. If applicable, I have signed the Business Associate Agreement in the form provided by SLUHN regarding compliance with HIPAA and the regulations promulgated thereunder.

   c. I agree to notify SLUHN within 5 business days if any of my employees or agents who have access to SLUHN’s information technology, computer systems or applications no longer need or are eligible for access due to leaving my company, changing their job duties or for any other reason.

   d. I agree to report any actual or suspected privacy or security violations made by my employees and/or agents to SLUHN.

   e. I understand that SLUHN may terminate my employee and/or agent’s access at any time. In such event, I will work with SLUHN to determine how my employees/agents may continue to provide services to SLUHN.

Signature on Behalf of Employer: ________________________________  
Name and Position: ________________________________  
Date: ________________________________