

**Third Party Electronic Information Access Confidentiality Agreement - Medical Staff, including WU**

1. The term "Confidential Information" includes, but is not limited to, patient information (whether medical or non-medical in nature), "protected health information" as that term is defined by the HIPAA Privacy Regulations ("PHI"), employee information and records, personal access codes, business information (including financial, business, operational and strategic information, documents, data, charts, plans, or any other confidential information or trade secrets as defined by applicable state or federal law), and intellectual property rights regarding BJC HealthCare and its affiliates, or their affiliates (all, "BJC") or third parties from which such Confidential Information is provided to BJC.
2. I agree to respect and abide by all federal, state, and local laws pertaining to the confidentiality of identifiable medical, personal, and financial information obtained. I agree to follow and comply with all of BJC's HIPAA privacy policies concerning PHI unless BJC notifies me and provides me with a copy of a more restrictive BJC policy concerning my access, use or disclosure of PHI. I agree to protect all Confidential Information to which I may have access from my improper use or disclosure to any unauthorized third party and will maintain its confidentiality.
3. I agree to access and/or use Confidential Information only when necessary to accomplish the duties I am specifically required or permitted to perform. I understand that access, use or disclosure of Confidential Information for any other purpose is prohibited. I will not access any correspondence contained with a patient's medical records.
4. I agree that the Confidential Information is the sole and exclusive property of BJC and/or their patients (as the law permits) and must remain within BJC's or the applicable affiliates' boundaries and control at all times, unless release, removal or transmission is approved, in writing, by the department responsible for authorizing such release, removal or transmission (e.g. Medical Records, Audit Services, Compensation and Benefits, Marketing, etc.).
5. I agree that my access to any system, software, hardware or network of BJC will only be by using the personal unique access code(s) chosen or assigned to me by BJC. I agree not to disclose the access code(s) to any other person or entity for any purpose, to avoid any misuse or misrepresentations of the code(s) and to protect and maintain the integrity of the Confidential Information, the computer systems and stored data. I agree that I will not place software, hardware or other computer components on any BJC workstation, network or server which component(s) have not been licensed by or through BJC or which component(s) have not been approved for use in such a manner (whether such approval is through policy or specific documentation).
6. I agree that all work performed under or through my access code(s) will be logged to my name and record and I will be fully responsible for the results and consequences of such work; provided, however, that the results of such work shall immediately become and remain the property of BJC.
7. I agree that BJC's systems, software, hardware and networks and other electronic storage, transmission and related equipment will not be used for personal, illicit or other purposes other than transacting business for those purposes specifically approved by BJC. I understand that software to which I may have access is either the property of BJC or a third party vendor of BJC. Therefore, I agree not to use, or disclose to any other third party, any of such software in any manner without written authorization from BJC. In addition, I agree not to reverse engineer, de-compile or otherwise attempt to determine the source code, underlying programming attributes or other intellectual property contained within any software.
8. I agree to report any BJC system, software, hardware, or network security failure or breach of Confidential Information that I may suspect or discover to BJC, in order to ensure that appropriate steps are taken to resolve or remedy such failure or breach.
9. I understand that any misuse or disclosure of any Confidential Information or permitting improper computer access to any unauthorized party may result in irreparable harm to BJC or patients, and may result in revocation of my access privileges and/or termination of my relationship with BJC. I further understand that these activities may also be reportable to local, state and federal authorities for investigation and possible prosecution.
10. I certify that I understand and agree to fully abide by the provisions set forth herein. I agree to promptly notify or cause prompt notification to BJC or the facility from which I received access to Confidential Information of my cessation of a need to access Confidential Information or other change in my status to BJC. At which time, my access to Confidential Information as described above will terminate.

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

If applicable WU ID: \_\_\_\_\_