CONFIDENTIALITY AND COMPUTER RESOURCES AGREEMENT FOR HEALTH CARE PARTNERS

APPLICABILITY: CHRISTUS Health affords its' Health Care Partners (ie: Individuals other than employed Associates who are involved with CHRISTUS Health in the provision of healthcare and healthcare operations such as Physicians, Physician's staff, Residents, Fellows, Students, Other health professionals, Volunteers, Vendors, and those with contractual relationships). with access, electronically or otherwise, to all types of confidential and proprietary information including information regarding patients, Associates, and the financial, administrative or health care operations of CHRISTUS Health ("CHRISTUS Health Information). CHRISTUS Health may also provide access to CHRISTUS Health computing equipment, information networks, systems or data ("CHRISTUS Health Information Systems"). CHRISTUS Health Information, obtained or disseminated by any method, including limited data sets, is a valued and sensitive asset and must be treated as such by Health Care Partners.

PURPOSE: This agreement must be signed by Health Care Partners who are given access to CHRISTUS Health Information, evidencing their agreement to abide by the terms set forth herein. CHRISTUS Health may amend the terms herein or the policies referenced herein. This Agreement will be retained as a permanent record in an area specified by appropriate CHRISTUS Health Management. **Violations of the terms herein, or refusal to sign, will result in disciplinary action that may include loss of association with CHRISTUS Health, loss of clinical privileges, medical or allied health staff membership, and/or legal action.**

CHRISTUS Health INFORMATION: CHRISTUS Health Information is not only a valuable and sensitive asset of CHRISTUS but is also protected by law and by CHRISTUS Health policies, management directives, and guidelines. CHRISTUS Health Information is confidential to the extent required by law and the policies of CHRISTUS Health and it will only be used as necessary to care and treat the patients of CHRISTUS Health or to otherwise accomplish the mission and business objectives of CHRISTUS Health.

CHRISTUS Health Information includes, but is not limited to:

- Patient/member information (records of conversation, admitting information, financial information, clinical information of any kind, etc.)
- Associate/physician/volunteer information (salary, employment records, personnel, health, disciplinary actions, etc.)
- Business and financial information (financial and statistical records, strategic business plans, internal reports, memos, contracts, peer review information, communications, etc.)
- Other information relating to CHRISTUS Health and information proprietary to other companies or persons that CHRISTUS has and/or uses in connection with the operations of CHRISTUS Health (computer programs, client and vendor proprietary information, source code, or technology, etc.) in any type of relationship to CHRISTUS Health.
- Other information relating to CHRISTUS Health and its operations.

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TERMS FOR ACCESS TO AND USE OF CHRISTUS HEALTH INFORMATION AND INFORMATION SYSTEMS

I. Confidentiality and Information Access.

A. I understand that CHRISTUS Health Information is an important asset of CHRISTUS Health and that I have an obligation to protect it from misuse or unauthorized disclosure.

B. I shall handle CHRISTUS Health Information and utilize the documents, images, equipment software, etc. which allows me to access such Information only as needed to perform my responsibilities as a CHRISTUS Health Affiliate consistent with HIPAA Privacy and Security guidelines and procedures. This means, among other things, that:

1. I understand that any information to which I may have access relating to such things as a patient's stay, diagnosis, financial situation, or medical record and any information relating to an Associate, such as salary, performance review, or disciplinary action is confidential and protected under the law and applicable regulation;

2. I will only access CHRISTUS Health Information for which I have a legitimate need to know; and I will not in any way use, divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as duly authorized and within the scope of my responsibilities at CHRISTUS Health; and

3. I will not misuse or carelessly handle CHRISTUS Health Information. This includes information obtained through daily activities, documents, computer systems and any other information I encounter during my affiliation. Should CHRISTUS Health Information be accidentally revealed as a result of my action or inaction, I will take immediate steps with the management of CHRISTUS Health to mitigate the disclosure.

C. I will report to CHRISTUS Health Management, any activities by any individual or entity that I suspect may compromise the confidentiality of or constitute misuse of CHRISTUS Health Information. The identity of the person making a report made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the person making the report.

D. I will safeguard and will not disclose my facility security or computer security access code(s), sign-on ID(s) or password(s) or any other authorization I have that allows me to access and use CHRISTUS Health Information. I will also update my security access code(s) on a regular basis, as required by CHRISTUS Health guidelines and procedures. Should my access code(s) be accidentally revealed, I will take immediate steps to request a new one or have my password(s) reset.

E. I understand that I have no right or ownership interest in any CHRISTUS Health Information. CHRISTUS Health may at any time revoke my access code(s) or sign-on ID(s), other authorization or access to CHRISTUS Health Information.

F. I will attend training programs provided by or on behalf of CHRISTUS Health relating to policies and procedures for the handling of CHRISTUS Health Information related to my function, and will sign statements certifying my attendance to such training.

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If granted access to CHRISTUS Health Information Systems, I agree to the following sections:

II. Information System Use.

A. I accept responsibility for all activities undertaken using my access code or other authorization and understand that I am directly responsible for the accuracy and completeness of data entries that are made into any computerized record under my security access code.

B. I understand that an information system may electronically assign my name to data entry sessions through my security access code. Therefore, I understand the importance of logging off after I have completed each data entry session and not allowing someone else to use my security access code.

C. I will not demonstrate the operation of any CHRISTUS Health Information System to anyone without appropriate authorization. I understand that I must establish and maintain my competence in accordance with organizational guidelines in order to retain my access rights.

D. I will not disclose information about CHRISTUS Health Information Systems to unauthorized individuals. I understand this includes, but is not limited to the design, programming techniques, flow charts, source code, screens, and documentation of systems.

III. Use of the CHRISTUS Health Electronic Mail and Internet E-mail Systems. If I have use of the CHRISTUS Health Electronic Mail and Instant Messaging systems (E-mail) and Internet E-mail systems:

A. I understand that CHRISTUS Health E-mail is the sole property of CHRISTUS Health and is subject to inspection at any time.

B. My use of those systems must be limited to CHRISTUS Health related business in compliance with applicable policies and guidelines and in a manner consistent with the values of CHRISTUS Health. Distribution of electronic chain mail, disseminating pornography, violence, racial or gender slurs, or other inappropriate or other offensive language or information is prohibited.

C. I will make every possible effort to protect the privacy and confidentiality of E-mail. I understand that standard E-mail messages are an insecure method of data transmission and should not be utilized to transmit confidential or individually identifiable health information without appropriate safeguards and technical controls to secure the transmission.

D. I understand that E-mail messages may be monitored by CHRISTUS Health and that management has a right to review these communications.

E. CHRISTUS Health may monitor, filter or block Internet E-mail activity occurring on CHRISTUS Health equipment or CHRISTUS Health Information Systems to ensure compliance with applicable laws, management directives, or guidelines.

F. I understand that E-mail messages may be characterized as legal documents that may be used as such in legal proceedings.

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IV. **Internet Use Agreement.** If I have Internet Use through CHRISTUS Health, I understand the failure of CHRISTUS Health to prevent unauthorized use of the Internet does not relieve an individual of the responsibility for obtaining authorization prior to his or her use of the Internet. These terms apply to all CHRISTUS Health's Health Care Partners and their personnel and agents who are granted Internet access by CHRISTUS Health Information Management. If I have been granted such access to the CHRISTUS Internet System, I understand that:

A. CHRISTUS Health may monitor, filter or block Internet activity occurring on CHRISTUS Health equipment or CHRISTUS Health Information System to ensure compliance with applicable laws, management directives, or guidelines. If CHRISTUS Health discovers or suspects activities that are not in compliance, records may be retrieved and used to document wrongful use. Violations may result in a revocation of Internet access privileges and/or legal action by CHRISTUS Health.

B. CHRISTUS Health assumes no liability for any direct or indirect damages arising from the user's connection to or use of the Internet. CHRISTUS Health is not responsible for the accuracy of information found on the Internet and only facilitates the access and dissemination of information through its systems. Users are solely responsible for any material they access or disseminate through the Internet.

C. CHRISTUS Health assumes no liability for copyright infringement resulting from the user's receipt or dissemination of works through the Internet. It shall be the user's responsibility to ascertain and respect the copyright status of any work viewed, downloaded, uploaded or otherwise accessed through the Internet.

D. I must make every effort to protect the privacy and confidentiality of any information posted to the Internet within business to business transactions. Internet data transmissions of individually identifiable health information must be performed with appropriate safeguards and technical controls to secure the transmission.

E. Subscribers to electronic mailing lists are responsible for determining the purpose of the list before subscribing. Persons subscribing to an electronic mailing list will be viewed as having solicited materials delivered by the list.

F. Persons sending materials to national E-mail networks or posting material to the Internet using CHRISTUS Health Information Systems should state that such material represents personal opinion and does not necessarily represent policies or opinions of CHRISTUS Health.

G. The following activities involving the use of the Internet are strictly prohibited

   1. Use of the Internet (including Internet E-mail) in a manner inconsistent with the beliefs and values of CHRISTUS Health. This includes the access or dissemination of pornography, violence, racial or gender slurs, or other inappropriate information.

   2. Communicating information concerning any password, identifying code, personal identification number, or other confidential information (patient, Associate, business, or otherwise) without the permission of its owner or the controlling authority to which it belongs.

3. Creating, modifying, executing, or retransmitting any computer program or instructions intended to gain unauthorized access to, or make unauthorized use of, a computer facility, software, or licensed software.

4. Creating, modifying, executing, or retransmitting any computer program or instructions intended to obscure the identity of the sender of electronic mail or electronic messages.

5. Making unauthorized copies of licensed software.

6. Effecting or receiving unauthorized electronic transfer of funds or any unapproved commercial purpose.

7. Allowing unauthorized access by non-associates to CHRISTUS Health computer resources or network facilities.

8. Any communication which violates applicable state and/or Federal laws and regulations.

9. Intentionally sending viruses or any other communication designed to bring down or otherwise disrupt a computer or related system's operation.

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ACKNOWLEDGMENT AND AGREEMENT

I have read and understand this CHRISTUS Health Confidentiality and Computer Use Agreement. I agree to abide by the terms hereof and the Directives, Guidelines and Procedures of CHRISTUS Health, as they relate to CHRISTUS Health Information and CHRISTUS Health Information Systems. I understand that this Agreement is but a summary of CHRISTUS Health Management Directives, Policies, Guidelines and Procedures related CHRISTUS Health Information. I understand that any Management Directive, Policy, Guideline or Procedure of CHRISTUS Health may by amended or revised by CHRISTUS Health at any time, at its discretion. Any failure on my part to abide by this Agreement or CHRISTUS Health Management Directives, Policies, Guidelines and Procedures may result in the termination of my authorization access to and/or use of CHRISTUS Health Information or appropriate legal action to enforce the terms of this Agreement.

This Agreement is entered into this the ___ day of _____, 20___.

HEALTH CARE PARTNER SIGNATURE PRINTED NAME

HEALTH CARE PARTNER COMPANY/GROUP HEALTH CARE PARTNER ADDRESS / LOCATION