40.01.012a

Information Security and Privacy Agreement

Boston Medical Center Corporation (BMC) and other BMC subsidiaries (collectively, "BMC" or "BMC companies") are committed to maintaining high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each User granted access to BMC information systems who may have access to BMC Confidential[i] Information, including Protected Health Information (PHI), Electronic Protected Health Information (ePHI), employee information, physician information, vendor information, medical, financial, or other business-related or company confidential information. Any information created, stored or processed on BMC systems, or systems maintained on BMC's behalf by a vendor or other individual or entity, is the property of BMC, as is any information created by or on behalf of BMC, whether written, oral or electronic. BMC reserves the right to monitor and/or inspect all systems that store or transmit BMC data, the data stored therein, as well as all documents created by or on behalf of BMC.

Definitions:

Agreement means this *BMC Information Security and Privacy Agreement*.

Confidential Information means confidential information that is created, maintained, transmitted or received by BMC and includes, but is not limited to, Protected Health Information ("PHI"), Electronic Protected Health Information ("ePHI"), other patient information, Workforce member information, employee, physician, medical, financial and other business-related or company private information in any form (e.g., electronic, verbal, imaged or written).

Protected Health Information ("PHI") means individually identifiable health information that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI can be oral, written, electronic, or recorded in any other form.

Electronic Protected Health Information ("ePHI") means Protected Health Information in electronic form.

User means a person or entity with authorized access to any BMC network and/or other information systems, including computer systems.

Workforce means employees, volunteers, trainees, and persons whose conduct, in the performance of work for BMC, are under the direct control of BMC, whether or not they are paid by BMC. Workforce also include management and employed medical staff.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND I AGREE TO THE FOLLOWING:

(Note: Please initial each line in the space provided after reading it.)	***Initials:***
1. I understand it is my personal responsibility to read, understand and comply with all	

	applicable BMC company policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to PHI or ePHI, I also agree to comply with the Privacy policies.	
2.	I have been provided access to the Security (and Privacy policies as applicable).	
3.	I agree not to disclose any PHI, ePHI or any other Confidential Information obtained by accessing the BMC network and/or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any PHI, ePHI or any other Confidential Information unless I am authorized to do so. I agree that all patient-related information shall be held to the highest level of confidentiality.	
4.	I agree to access the BMC network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me.	
5.	I understand that BMC regularly audits access to information systems and the data contained in these systems. I agree to cooperate with BMC regarding these audits or other inspections of data and equipment, including BMC inquiries that arise as a result of such audits.	
6.	I agree that I will not share or disclose User IDs, passwords or other methods that allow access to BMC network and/or other information systems, including computer systems, to anyone, at any time, nor will I share my account(s). I also agree to store all BMC company-related data onto the system servers rather than on hard drives of individual workstations, personal computers or other devices.	
7.	I agree to contact my supervisor (or for non-employees, the applicable BMC Department Director or Business Contact) and IS Security Officer immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information has occurred.	
8.	I understand that Confidential Information includes, but is not limited to PHI, ePHI, other patient information, employee, physician, medical, financial and all other business-related or company private information (electronic, verbal or written).	
9.	I agree that I will not install or use software that is not licensed by BMC (or that is otherwise unlawful to use) on any BMC information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by BMC.	
10.	I agree to report any and all activity that is contrary to this Agreement or the BMC Security or Privacy policies to my supervisor, Department Director, IS Security Officer or Privacy Officer.	
11.	I understand that for employees this form will be part of the employee file at BMC and that failure to comply with this Agreement and the BMC Security and Privacy policies may result in formal disciplinary action, up to and including termination. I understand that for non-employees, failure to comply with this Agreement and the BMC Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with BMC.	
12.	I understand that all information and/or data transmitted by or through or stored on any BMC device, or system maintained on any BMC company's behalf by a vendor or other individual or entity, will be accessible by BMC and considered the property of BMC,	

subject to applicable law. I understand this includes, without limitation, any personal, non-work related information. I do not have any expectation of privacy with regard to information on any BMC network and/or other information systems, including computer systems, and understand that BMC has no obligation to maintain the privacy and security of the information. I understand that BMC reserves the right to monitor and/or inspect all systems that store or transmit BMC data, the data stored therein, as well as all documents created by or on behalf of BMC.	
13. I agree to comply with BMC requirements to encrypt electronic Confidential Information in accordance with BMC security policies, including the requirement that encryption software be installed on all BMC-owned laptop computers and that emails transmitted over an electronic network outside of BMC be encrypted, as described in the BMC Security policy *Data Encryption and Decryption.*	
14. I agree that all devices used by me that are connected to a BMC network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.	
15. I will follow the requirements for Users described in all BMC Security policies, including but not limited to the BMC Security policy *Acceptable Use Policy.*	

The BMC Information Security and Privacy Policies are available through my supervisor, manager, BMC business contact or the BMC Corporate Compliance Office.

By signing this Agreement, I understand and agree to abide by the conditions imposed above.

_____ _____

Signature Print Name

_____

Date

Please check appropriate box:

☐ ***Employee*** ☐ ***Non-Employee***

If Non-Employee, please provide your employer (or practice name) and your title/position below:

_____

Employer or Practice Name **Title/Position**

[i] BMC Confidential" – Refer to Information Classification and Handling Policy for definition and handling requirements.