

# SCHOOL AFFILIATION AGREEMENT Clinical High School Precepted Students

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this day **April 19, 2023**, by and between **San Antonio Independent School District** hereinafter referred to as "School" and **Methodist Healthcare of San Antonio, Ltd, LLP** hereinafter referred to as "System".

## WITNESSETH:

**WHEREAS**, School offers to enrolled students in **High School** programs in the Fields of **Healthcare**

**WHEREAS**, System operates health care facilities ("Hospital") (including the campuses of Methodist Hospital, Methodist Children's Hospital, Methodist Metropolitan Hospital, Methodist Specialty & Transplant Hospital, Methodist Texsan Hospital, Methodist Stone Oak Hospital – all located in the City of San Antonio, State of Texas, Methodist Boerne Medical Center - located in the City of Boerne, State of Texas and, Northeast Methodist Hospital - located in the City of Live Oak, State of Texas, Methodist Hospital South, located in the city of Jourdanton, State of Texas)

**WHEREAS**, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care Hospital; and

**WHEREAS**, System has agreed to make its Hospital(s) available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

### 1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School shall be responsible for submitting a proposed curriculum of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
  - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) Performance of such other duties as may from time to time be agreed to between School and Hospital;

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

- (b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit D.
  
- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
  
- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants and/or their faculty will attest to and provide upon request the following health records prior to the first day of their educational experience at Hospital. Program Participants will not be allowed to commence experiences until all attestations are provided:

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
  
- (ii) Proof of Rubella or Rubeola immunity by positive antibody titers or 2 doses of MMR; and
  
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and

- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
  - (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.
- (f) **Performance.** School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (g) **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:
- (i) Social Security Number Verification;
  - (ii) Criminal Search (7 years or up to 5 criminal searches);
  - (iii) Violent Sexual Offender and Predator Registry Search;
  - (iv) HHS/OIG List of Excluded Individuals/Entities;
  - (v) GSA List of Parties Excluded from Federal Programs;
  - (vi) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
  - (vii) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;

- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

- (h) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

## 2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

## 3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

## 4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

**5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

**6. NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity or expression, genetic information or protected veteran status, or status in any group protected by federal, state and local law in either the selection of the School for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

**7. INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

**8. CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide

Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

**9. TERM; TERMINATION.**

- (a) The initial term of this Agreement shall be **five** year(s), commencing on **November 7<sup>th</sup>, 2022**
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

**10. ENTIRE AGREEMENT.**

This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

**11. SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**12. CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

**13. NO WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**14. GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

**15. ASSIGNMENT; BINDING EFFECT.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**16. NOTICES.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:                      Methodist Healthcare System of San Antonio  
8109 Fredericksburg Road  
San Antonio, TX 78229  
**Attention: April Thompson, MSN, RN**  
**Anna Chandler, Manager Centralized Contracts**

If to School:                         San Antonio Independent School District  
514 W. Quincy St. N.  
San Antonio, Tx 78212  
**Attention: Dr. Jaime Aquino, Superintendent**

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Or to such other persons or places as either party may from time to time designate by written notice to the other.

**17. EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

**18. HIPAA Requirements.**

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

**19. COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.**

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

**20. NO REQUIREMENT TO REFER.**

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

**San Antonio Independent School District**

By: Dr. Jaime Aquino

Signature: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

**Methodist Healthcare System of San Antonio, LTD, LLP**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at \_\_\_\_\_ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: \_\_\_\_\_ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian  
If Program Participant is under 18 / Print Name

\_\_\_\_\_  
Date

**Submit this form to:**  
[MHSStudentRequests@MHSHealth.com](mailto:MHSStudentRequests@MHSHealth.com)

Revised 03/2021



**PLACEMENT AND COMPUTER ACCESS REQUEST FORM**

Name: Last			First			MI		
Status: _____ Graduate student _____			_____ Undergraduate student _____			_____ Faculty _____ RN Refresher _____		
School: _____				Home Address: (including city & zip code)				
Rotation Dates: From: _____ to _____								
Personal Phone Number:			Personal Email Address:			Date of Birth:		

*(Must be accompanied by Confidentiality & Security Agreement for non-employees)*

Are you a **current** MHS employee? Y\_\_\_\_N\_\_\_\_ Current 3/4 ID \_\_\_\_\_

Is Computer Access Required? Y\_\_\_\_N\_\_\_\_

**Facility for Rotation/Practicum:**

Methodist Hospital	MSTH	Metropolitan	Northeast	Boerne ED
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Texsan	MASH-NW	MASC-Med Center	Stone Oak	Methodist Hospital South
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**CIRCLE Clinical Type:**

Nursing	Pharmacy	PT	OT	RT	Nutrition	Surgical tech	NP
Radiology	Speech Pathology		First Assists		Child Life	Other _____	

**Employees Only:** I understand employees who are students must use a secondary student role ID issued by the Clinical & Professional Education Department for all activities and documentation associated with the student role. Legally I am prohibited from using my employee ID when in my student role.

**Flu vaccine must be obtained if you are doing a clinical day between November 1<sup>st</sup> and March 30<sup>th</sup>.** I received a **Flu Vaccination** on \_\_\_\_\_ or signed a declination on \_\_\_\_\_ and will provide proof of such if requested.

- I have a **Photo Student ID** to wear during my clinical rotation at MHS \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- I have read the **Hospital Student Orientation Manual** \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_ I am an employee
- Code of Conduct video: <https://coc-hcahealthcare.com/orientation/index.html>

**All Graduate Students:** I have watched the **MHS Code of Conduct Video** Yes \_\_\_\_\_ No \_\_\_\_\_

**Preceptor Verification for Graduate Students and First Assists:**

Signature \_\_\_\_\_ 3/4 ID \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Institution/Office \_\_\_\_\_

Phone Number & Email \_\_\_\_\_

Submit this completed form to:  
[MHSStudentRequests@mhshealth.com](mailto:MHSStudentRequests@mhshealth.com)

Revised 03/2021

**Student Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**STUDENT VERIFICATION OF GOOD STANDING**

Applicant \_\_\_\_\_ Preferred phone # \_\_\_\_\_  
*Full Legal Name*

E-mail \_\_\_\_\_

Institution: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

I request \_\_\_\_\_ # hours of clinical/Educational placement to begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Anticipated end date of rotation \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Requested Hospital/Unit/Department \_\_\_\_\_

**MHS PRECEPTOR VERIFICATION** I, \_\_\_\_\_ agree to precept \_\_\_\_\_ for \_\_\_\_\_ hours as requested above.

**Preceptor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
Preceptor Printed Name \_\_\_\_\_  
Preceptor Phone # \_\_\_\_\_  
Preceptor's Organization or Facility \_\_\_\_\_

**INSTITUTION VERIFICATION**

\_\_\_\_\_ is currently in good standing and is covered by blanket liability.  
The following documents are up to date and are available upon request: (Check all that apply):  
 Federal criminal background clearance  
 Immunizations and TB  
 Flu vaccine or declination (applicable between November 1 – March 31)  
 BLS - Expiration date \_\_\_\_\_

**Institution Liaison Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Institution Liaison Printed Name and Title** \_\_\_\_\_

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
Printed Name \_\_\_\_\_



## Exhibit D

# Workforce Member Confidentiality & Security Agreement (CSA)

I understand that Methodist Healthcare System of San Antonio, a HCA affiliated entity (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

## General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its

systems, devices and network, including email.

3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

## Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).
5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

## Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand



that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

## Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

## Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (i.e., 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
  - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
  - b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
  - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
  - d. use tools or techniques to break, circumvent or exploit security measures;
  - e. connect unauthorized systems or devices to the Company network; or
  - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
  - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
  - b. I suspect media with Confidential Information has been lost or stolen;
  - c. I suspect a virus or malware infection on any system;
  - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or

- e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

## Upon Separation

- 22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
- 23. At the end of my Engagement with the Company for any reason, I will immediately:
  - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
  - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

## Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

- 24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
- 25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
- 26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
- 27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
- 28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.



Signature	Date
Printed Name	3-4ID