

**EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
PHOENIX CHILDREN'S HOSPITAL, INC.
AND
SAN LUIS FIRE DEPARTMENT**

This Agreement is made this April 1, 2019, by and between the SAN LUIS FIRE DEPARTMENT (“INSTITUTION”), located in San Luis, Arizona, and PHOENIX CHILDREN’S HOSPITAL, INC. (“PCH”), located in Phoenix, Arizona.

INSTITUTION desires that its student(s) obtain the necessary clinical field work experience to become eligible for graduation, certification, registration and/or licensure in their field of specialization for the disciplines, programs and/or practice areas identified in Attachment A; and

PCH has the facilities to offer such necessary clinical field work experience for the disciplines, programs and/or practice areas identified in Attachment A; and

The Parties desire to contribute to the development of this disciplinary experience and to assure continuity and supply of qualified personnel for the future by participating in this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

I. TERM AND TERMINATION

The term of this Agreement shall be three (3) years commencing April 1, 2019 and ending March 31, 2022 (the “Term”) unless otherwise terminated under the terms of this Agreement. Following the Term, this Agreement may be renewed by mutual consent of both parties evidenced in writing.

Either Party may terminate this Agreement, with or without cause, as provided in this Agreement or upon at least ninety (90) days prior written notice to the other Party. Either Party may immediately terminate this Agreement as specified in this Agreement or terminate with an opportunity to cure upon thirty (30) days notice, where cause means, with respect to either Party, a material breach of any provision of this Agreement which is not cured within thirty (30) days after written notice from the other Party. In case of termination, the affiliation between PCH and INSTITUTION shall continue for those students who are then participating in a clinical experience at PCH at the time of termination have completed their clinical experience pursuant to the terms and conditions of this Agreement, unless otherwise dismissed pursuant to Section VII.B.

II. RESPONSIBILITIES OF THE INSTITUTION

- A. INSTITUTION will select those student(s), for assignment to PCH, who have completed all academic requirements necessary to fulfill the duties and responsibilities required to successfully fulfill their clinical field work obligations. INSTITUTION will provide to PCH the curriculum requirements for the clinical field work experience for its student(s), as set forth in the INSTITUTION's course descriptions and objectives and the number of students, no less than fourteen (14) days before the student(s) are scheduled to arrive at PCH. INSTITUTION will provide to PCH copies of any changes to the clinical field work curriculum during the Term or any subsequent renewals of this Agreement. INSTITUTION will retain ultimate responsibility for the education of its student(s).
- B. INSTITUTION will designate in writing a faculty supervisor to coordinate with a PCH designated staff member from the Department to which the student(s) will be assigned. The faculty supervisor and PCH designee shall together coordinate the clinical or practicum schedule of each student participating in this clinical field work experience. INSTITUTION will not assign any faculty member to PCH who is not appropriately certified, registered or licensed, and will keep evidence of such certification, registration or licensure of the assigned faculty on file with INSTITUTION during the Term of this Agreement and any subsequent renewals. At PCH's request, faculty shall be required to provide evidence of certification, registration and licensure. INSTITUTION shall remove any faculty from PCH who refuses to provide such documentation on request. Faculty supervisor(s) must have the appropriate experience for the particular discipline and will be responsible for all students assigned to the Department. Faculty supervisor(s) will also be expected to submit completed documentation as requested by PCH of its faculty supervisor(s) in accordance with PCH's policies and procedures.
- C. If the affiliation involves pediatric clinical rotation requiring a qualified faculty supervisor to be on site in accordance with the Arizona State Board of Nursing requirements and/or PCH policies, INSTITUTION shall maintain responsibility for fulfilling this requirement. If onsite faculty is required and INSTITUTION does not have a qualified faculty supervisor on site at any given time, any student who is then participating will be dismissed from participating in the clinical experience on site at PCH until INSTITUTION meets this requirement.
- D. INSTITUTION and PCH, prior to the start of each semester, will mutually agree upon the number of student(s) and faculty supervisor(s) who will be on site during that semester. INSTITUTION will provide PCH with the names of the student(s) and faculty supervisor(s) selected to participate at least ten (10) days prior to their arrival. INSTITUTION will arrange the student(s) and faculty supervisor(s) schedules in cooperation with PCH. As a condition to participation in the educational and clinical experience, INSTITUTION will direct its faculty supervisor(s) and student(s) to provide copies of their records to PCH as to adequately disclose prior educational and clinical experiences.

E. INSTITUTION agrees to provide PCH with written verification of each faculty supervisor and student's compliance with PCH's then current health policy at least thirty (30) days prior to the beginning of each assignment, using the form attached as Attachment B and incorporated by reference, which may be updated from time to time without requiring a written amendment to this Agreement. In completing the written verification, INSTITUTION must obtain and ensure that the following criteria are met and shall make available to PCH upon request, written documentation that includes:

1. A 12 panel drug screen by a licensed laboratory with expertise in performing drug screens, including tests for amphetamines (methamphetamines), barbiturates, benzodiazepines, cannabinoids (marijuana, metabolites), cocaine, fentanyl, meperidine, methadone, opiates (morphine, codeine, hydrocodone, hydromorphone), oxycodone, phencyclidine (PCP) and propoxyphene (PXY);
2. Documentation of MMR vaccine or positive MMR titers;
3. Documentation of two (2) doses of varicella vaccine or positive varicella titer;
4. Documentation of serological testing (titers) for Rubella, Rubeola, Mumps and Varicella;
5. Documentation of completion of a tuberculin ("TB") screening test within one (1) year prior to the start date, which must be updated annually, with a follow-up chest x-ray and completion of a TB questionnaire on all positive results, and if symptomatic, another chest x-ray, with a physician certifying fitness for duty;
6. Documentation that the Hepatitis B vaccine was offered and certified in writing that the individual is immune, received the complete vaccine, is in the process of receiving the vaccine or has signed a waiver to receive the vaccine; and
7. Documentation of training to ensure that the individual understands and will comply with all state and federal laws and regulations related to protected health information and medical records, including privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
8. Documentation of completion of training of PCH's mandatory safety education;
9. If the individual will have contact with PCH patients under this Agreement, certification in Basic Cardiac Life Support ("BLS"), and any other advanced certification, where applicable, issued within the past two (2) years by the American Heart Association, containing testing and demonstration components and signed off by a certified instructor, including a copy of both the front and back of certifications; and
10. Any other documentation required by PCH pursuant to its policies and procedures.

- F. INSTITUTION will notify faculty supervisor(s) and student(s) that PCH has an expectation of confidentiality with respect to certain business records and that all information with respect to PCH's patients is confidential, is not to be released to any person without prior approval from the proper authorities at PCH. Each faculty supervisor and student shall execute a confidentiality agreement, using the form attached as Attachment C and incorporated by reference, which may be updated from time to time without requiring a written amendment to this Agreement, acknowledging their obligations to maintain such confidentiality and provide it to PCH at least fifteen (15) business days prior to the beginning of each participant's clinical field experience.
- G. INSTITUTION will provide thorough and complete training to all participants prior to commencement of the clinical field experience concerning the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and prevention of infectious disease.
- H. INSTITUTION will require that its faculty supervisor(s) and student(s) follow the administrative policies, standards and practices of PCH and provide their own necessary and appropriate uniforms and supplies.
- I. INSTITUTION will maintain dosimetry badges for each student, if applicable.
- J. INSTITUTION shall require that faculty supervisor(s) and student(s) have a current background clearance as a condition of admission to any clinical experience at PCH. When preparing the verification, INSTITUTION shall ensure that documentation of the following searches have been conducted by a reputable outside background check service provider for each faculty supervisor(s) and student(s) performing any clinical field work under this Agreement:
1. Verification that faculty supervisor(s) and student(s) are in good standing and are not and at no time have been an Excluded Party on the Office of Inspector General's (OIG) List of Excluded Individuals/Entities, or listed on the General Services Administration (GSA) sanctions website, or otherwise excluded from participation in any federally funded health care program, including Medicare and Medicaid, with printed search results to be maintained on file and conducted annually. Any and all names found on the faculty supervisor(s) and student(s)' professional license(s), if applicable, or driver's license should be searched. INSTITUTION shall not refer any faculty supervisor(s) and student(s) following a finding on an exclusion list;
 2. Complete alias and address history search;
 3. Social Security number verification;
 4. Nationwide Sex Offender registry (searches all available statewide Megan's Law repositories for given name and all known aliases);

5. Terrorist Watch List;
 6. Nationwide criminal records for seven (7) years (including alias names);
 7. Smart Criminal Search for seven (7) years for each of the states/counties listed in the Social Security Search (INSTITUTION shall not refer any faculty supervisor(s) or student(s) following a finding of a conviction for a sex crime or crime involving minors, illegal drugs or aggravated DUI, or a warrant in any state to the best of the INSTITUTION's knowledge);
 8. For faculty supervisors, Employment Verification, verifying date of hire, date of departure, and eligibility for re-hire for the user-provided employer (includes the last three (3) employers);
 9. For faculty supervisors and graduate level students, Education Verification, verifying degree earned and dates attended; and
 10. For all faculty supervisor(s), Professional License Verification, verifying license type (per license per state).
- K. If assigned to a behavioral health unit, proof that student(s) and faculty supervisor(s) have received a valid fingerprint clearance card and a criminal history affidavit as required as required by law. *See A.R.S. § 36-425.03 and successor provisions.*

III. RESPONSIBILITIES OF PCH

- A. PCH will provide INSTITUTION with the name and professional and academic credentials of the individual(s) who will supervise the assigned student(s) for approval by INSTITUTION prior to commencement of the clinical field work experience. In instances where there is no on-site faculty from INSTITUTION directly supervising the students, PCH will be responsible for providing appropriate and adequate supervision of the activities of each student by qualified professionals mutually acceptable to the INSTITUTION and PCH. In those cases, INSTITUTION shall provide faculty who will be accessible to the PCH staff for immediate consultation or supervision.
- B. A planned, supervised program meeting the requirements of INSTITUTION and the educational credentialing body having jurisdiction over the program will be followed and documented during the period the student(s) is assigned to PCH.
- C. At specified intervals, and at the conclusion of each student's assignment, the PCH supervisor will provide the coordinating faculty member with evaluations of each student's performance in a form satisfactory to INSTITUTION.
- D. PCH agrees to render emergency first aid to student(s) for injuries on PCH premises at each student's expense.

- E. PCH agrees to notify INSTITUTION of any significant change in its accreditation or licensure status within thirty (30) days of such change.
- F. PCH agrees to use reasonable efforts to make conference room space available as may be necessary for pre- and post-clinical experience discussions (not for lecturing or classroom purposes).
- G. PCH shall provide for the orientation of INSTITUTION's faculty supervisor(s) and student(s) as to the PCH's philosophies, rules, regulations and policies. If a faculty supervisor(s) is required to be on site at PCH in accordance with the State Board of Nursing requirements and/or PCH policies, PCH shall provide for the orientation of only INSTITUTION's faculty supervisor(s) who will then be required to properly orient all students as to the PCH's philosophies, rules, regulations and policies prior to the beginning of the students' clinical field experience.
- H. PCH shall comply with all federal, state, and local laws and ordinances concerning the confidentiality of participant records, where such applies, including but not limited to the Family Educational Rights and Privacy Act.
- I. PCH shall not be responsible for providing any assigned faculty supervisor(s) or student(s) with health insurance coverage.

IV. RESPONSIBILITIES OF INSTITUTION'S FACULTY SUPERVISOR

- A. The faculty supervisor coordinating assignment of the student(s) at PCH will provide the student(s) with the responsibilities incumbent on each student during assignment to the clinical field work experience according to written information provided by PCH. The student(s) will acknowledge in writing that he or she has received and understands the same.
- B. The faculty supervisor will be a faculty member of INSTITUTION who is certified, registered or licensed in the specialty of the student(s) assigned to the clinical field work experience.
- C. The faculty supervisor will visit student(s) on-site, at INSTITUTION's expense, if possible, during the course of the student(s) clinical field work experience. The faculty supervisor will periodically confer with the PCH's designee during the period of student(s) assignments at PCH.
- D. The faculty supervisor, when appropriate, will counsel and advise student(s) regarding the clinical, practicum or internship schedule during the period of assignment.
- E. The faculty supervisor shall be primarily responsible for the supervision of the INSTITUTION's student(s) during the student(s) assignment at PCH.

V. INSURANCE AND INDEMNIFICATION

- A. Each Party agrees to secure and maintain adequate insurance coverage including commercial general liability and professional liability insurance in coverage amounts no less than one (1) million dollars (\$1,000,000.00) per occurrence and three (3) million dollars (\$3,000,000.00) annual aggregate. Coverage shall be on an occurrence basis or, if claims-made, the coverage will provide an extended reporting period (“tail”) of unlimited duration. Either Party may self-insure provided such insurance is recorded on its financial statements and is based on sound actuarial practice to discharge each Party’s respective obligations under this Section V. INSTITUTION shall furnish a Certificate of Insurance, attached hereto and incorporated by reference as Attachment D, evidencing such insurance and shall list PCH as an additional insured. INSTITUTION agrees that PCH will receive no less than thirty (30) days written notice prior to the cancellation, modification or non-renewal of any commercial insurance coverage.
- B. Each Party to this Agreement shall indemnify, defend and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees, officers, agents and employees for such portion of any and all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and experts’ fees and costs, arising, in whole or in part, out of the indemnifying Party’s negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement. For avoidance of doubt, INSTITUTION shall be responsible for the negligent or willful acts or failure to act of faculty supervisor(s) and/or student(s) during the course of this clinical field work experience.
- C. Each Party, explicitly acknowledging that it is not the agent or employee of the other, shall be responsible for its own acts and omissions and the acts and omissions of its own employees and agents in carrying out this Agreement. No Party shall be liable for any judgment, settlement, award, fine or otherwise, of the other Party which arises out of the acts and omissions of any other Party, or any other Party’s employees and agents, under this Agreement. To the extent a Party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such Party shall assume full responsibility to ensure that such equipment, product, or other personal property is suitable and fit for the purpose intended by such Party, free from defects that may damage any other Party or persons, and otherwise operates in accordance with applicable government standards and safety regulations.
- D. Nothing in this Section is intended or shall be construed to preclude, restrict or otherwise adversely affect the right of the Parties to seek and obtain indemnification or contribution under applicable laws. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement.

VI. DEBARMENT OR DISQUALIFICATION.

INSTITUTION represents that it has not been placed on the sanctions list issued by the Office of Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. §1320a(7), has not been excluded from government contracts by the General Services Administration or has not been convicted of a crime relating to healthcare or a felony. INSTITUTION also represents that neither it nor its parent(s) or any of its affiliates, subsidiaries or employees providing services under this Agreement, has been excluded from participation in any federal health care programs (as that term is defined in 42 U.S.C. §1320a-7b(f)) and warrants that it shall immediately notify PCH if INSTITUTION, or any parent(s), affiliate, subsidiary or it becomes aware that any of its employees providing services under this Agreement becomes suspended, excluded or debarred from participation in Medicare or any other federal or state assisted programs or is subject to exclusion from participation in these programs. PCH may terminate this Agreement immediately if INSTITUTION is excluded, debarred, disqualified or banned from such programs.

VII. GENERAL

- A. *No Discrimination.* INSTITUTION and PCH agree to make no distinction among participant(s) covered by this Agreement on the basis of race, color, creed, age, national origin, sex, marital status, handicap or any other class protected by law.
- B. *Dismissal.* INSTITUTION and PCH agree that PCH shall have the right at any time to dismiss from the clinical field work experience any participant(s) of the INSTITUTION who in PCH's judgment is not performing satisfactorily or who refuses to follow the administrative and patient care policies, procedures, and rules and regulations. PCH shall immediately notify the INSTITUTION of any dismissal pursuant to this provision.
- C. *Patient Privacy Act and Security Rules.* The Parties confirm their intent to comply with the requirements under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any and all rules and regulations promulgated thereunder (collectively "HIPAA") for protected health information ("PHI"). The Parties understand and acknowledge that the student(s) and faculty supervisor(s) engaging in the clinical educational experience under this Agreement are considered part of PCH's "workforce" as defined under the HIPAA and the use and handling of PHI in accordance with this Agreement is authorized under the Privacy Standards without additional agreements, consents or authorizations. However, if it is determined that this agreement creates a business associate arrangement among the Parties, the Parties agree to enter into a Business Associate Agreement reasonably acceptable to the Parties. INSTITUTION and its participants shall only use PHI in performance of their educational duties and subject to the terms of the Confidentiality Statement attached hereto. INSTITUTION and its participants may not use or further disclose the information in a manner that would violate the requirements of HIPAA.
- D. *Modification.* This Agreement may be modified only by a written amendment signed by both parties.

- E. *Governing Law.* This Agreement is made and entered into in the State of Arizona and shall be governed in all respects by the laws of Arizona.
- F. *Dispute Resolution.* The parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this Agreement, including the breach, termination or validity thereof, which remains unresolved 30 days after the appointment of a mediator, shall be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect, by three independent and impartial arbitrators, of whom each Party shall designate one; provided, however, that if one Party fails to participate in the mediation as agreed herein, the other Party can commence arbitration prior to the expiration of the time period set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Phoenix, Arizona.
- G. *Notices.* All notices required hereunder shall be deemed to be given when sent by registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight delivery as follows:

If to PCH: Robert L. Meyer
President and Chief Executive Officer
Phoenix Children's Hospital
Administration
1919 E. Thomas Road
Phoenix, Arizona 85016

With a copy to: Carmen L. Neuberger
Senior Vice President & General Counsel
Phoenix Children's Hospital
Administration
1919 E. Thomas Road
Phoenix, Arizona 85016

If to INSTITUTION: Angel Ramirez
Fire Chief
San Luis Fire Department
1165 N. McCain Street
P.O. Box 445
San Luis, AZ 85349

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and empowered.

PHOENIX CHILDREN’S HOSPITAL, INC. (“PCH”)

Robert L. Meyer
President & Chief Executive Officer

DATE: _____

CITY OF SAN LUIS

Gerardo Sanchez, Mayor

DATE: _____

ATTEST as to Mayor Sanchez

Sonia Cornelio, City Clerk

DATE: _____

Approved as to Form

Kay Marion Macuil, City Attorney

DATE: _____

ATTACHMENT A
Disciplines, Programs and/or Practice Areas Covered By Affiliation Agreement
(to be provided by Institution)

Emergency Medical Technician



City of San Luis Fire Department

1165 North McCain Avenue

P.O. Box 445

San Luis, AZ 85349- 0455

Phone: (928) 341-8550

Fax: (928) 627-1426

MEMO

RE: "Faculty" for the MOU with the Phoenix Children's Hospital – Attachment A

Date: August 5, 2019

Through this memo, I designate both Chief Enrique Lopez and myself Angel Ramirez as the "faculty" for the City of San Luis Fire department under the MOU with Phoenix Children's Hospital. Phoenix Children's Hospital will provide the training, and we will be making sure that everything that is expected is being done by the organization. This is a great working relationship that will make our personnel more effective when dealing with pediatric patients in our community.

A handwritten signature in black ink, appearing to be "AR", written in a cursive style.

Angel Ramirez
City of San Luis Fire Chief

ATTACHMENT B
[See Next Page]



Health and Safety Requirements for Learning Experience – School and Instructor Information

*Complete this form and email or fax to student coordinator **10 days prior** to clinical. Attach clinical rotation schedule if applicable.*

School: _____

Type of Experience: Paramedics Respiratory
 Nursing Radiology
 Other

Instructor Name _____

Discipline (e.g., EMT) _____

Student level (e.g., B2, J2) _____

Dates of Experience: _____

Shift: _____

*Documentation of immunity (Rubella, Rubeola, Mumps, Varicella) must be shown by either having positive titers or proof of vaccination with two MMR, two Varicella, or physician documentation of disease. If titers are negative and documentation is not submitted, the student must be vaccinated with two doses of MMR or Varicella, 28 days apart. This information must be available to PCH.

	Name: Instructor/ Student/Intern	Drug Screen	Hep B Vaccine	TB Skin Test	TB Questionnaire (If applicable)	MMR Vaccination Series	Rubella Titer*	Rubeola Titer*	Varicella Titer*	Mumps Titer*	Confidentiality Signed	HIPAA Signed	Safety Test	Background Check Completed
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														

I verify that the above has been completed

 Signature of Instructor or Individual

ATTACHMENT C

Confidentiality, Computer Usage, and Accountability Agreement for Employees, Volunteers, or Students

As an employee/volunteer/student with computer access at Phoenix Children's Hospital, you may have the ability to use what this Agreement refers to as Confidential Information. The purpose of this Agreement is to help you understand your duty regarding Confidential Information. Confidential Information includes patient/member information, employee/volunteer/student information, financial information, other information relating to Phoenix Children's Hospital and information proprietary to other companies or persons. You may learn of or have access to some or all of this Confidential Information through a computer system or through your employment activities. Confidential Information is valuable and sensitive and is protected by law and by strict Phoenix Children's Hospital policies. The intent of these laws and policies is to assure that Confidential Information will remain confidential, that is, it will be used only as necessary to accomplish the organization's mission and not shared inappropriately with others.

As an employee/volunteer/student, you are required to conduct yourself in strict conformance to applicable laws and Phoenix Children's Hospital policies governing Confidential Information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violations of any of these duties will subject you to discipline, which might include, but is not limited to, termination of employment and legal liability.

As an employee/volunteer/student, you understand that you will have access to Confidential Information that may include, but is not limited to, information relating to:

- Patients/members (such as records, conversations, admittance information, patient/member financial information, etc.)
- Employees/volunteers/students (such as salaries, employment records, disciplinary actions, etc.)
- Phoenix Children's Hospital information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.) and
- Third party information (such as computer programs, client and vendor proprietary information source code, proprietary technology, etc.)

The Confidential Information covered by this Agreement may include Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). To the extent that you are permitted access to Protected Health Information for purposes of aiding you in

treating your patients, you agree to abide by the confidentiality requirement of HIPAA, including the limitations on the use and further distribution or dissemination of such Protected Health Information and the requirement that you notify PCH of any unauthorized use of this information of which you may become aware.

Accordingly, as a condition of and in consideration of your access to Confidential Information, you promise that:

1. You will use Confidential Information only as needed to perform your legitimate duties as an employee/volunteer/student affiliated with Phoenix Children's Hospital. This means, among other things, that:
 - A. You will only access Confidential Information for which you have a need to know; and
 - B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as properly authorized within the scope of your professional activities affiliated with Phoenix Children's Hospital; and
 - C. You will not misuse Confidential Information or carelessly care for Confidential Information.
2. You will safeguard and will not disclose your access code, user identification, password, or any other authorization you have that allows you to access Confidential Information to anyone including co-workers, family, office workers, and/or assistants, or allow anyone to access or alter information under your identity. You accept full responsibility for all activities undertaken using your access code, user identification, password, and any other authorization.
3. You will report activities by any individual or entity that you suspect may compromise the confidentiality of Confidential Information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
4. You understand that your obligations under this Agreement will continue after termination of your employment. You understand that your privileges hereunder are subject to periodic review, revisions and if appropriate, renewal.
5. You understand that you have no right or ownership interest in any Confidential Information referred to in this Agreement. Phoenix Children's Hospital may at any time revoke your access code, user identification, password, or access to Confidential Information. At all times during your employment, you will safeguard and retain the confidentiality of all Confidential Information.
6. You will be responsible for your misuse or wrongful disclosure of Confidential Information and for your failure to safeguard your access code or other authorization access to

Confidential Information. You understand that your failure to comply with this Agreement may also result in your loss of employment at Phoenix Children's Hospital.

By signing this, you agree that you have read, understand, and will comply with this Agreement.

Signature _____ Date _____

Printed Name _____ Date _____

ATTACHMENT D
Certificates of Insurance
(to be provided by Institution)