

**AGREEMENT FOR FURNISHING CLINICAL AND/OR
NON-CLINICAL EXPERIENCES AND THE USE OF CLINICAL FACILITIES**

This Agreement ("Agreement") is between Sutter Bay Hospitals or Sutter East Bay Hospitals, a California nonprofit public benefit corporation, dba Sutter Bay Medical Foundation (SBMF) and Chabot College ("School") and is effective as of December 1, 2016 ("Effective Date").

RECITALS

- A. Facility owns and operates nonprofit medical clinics exempt from licensure under California Health and Safety Code Section 1206(l) and therewith maintains a Clinical Education Program.
- B. The School offers Medical Assistant program(s) (hereinafter "Program(s)") for its students, and these Program(s) require clinical and/or non-clinical experience at Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that student(s) participating in School's Program may use the Facilities for clinical and/or non-clinical experience.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

- A. Primary Contacts. Both parties shall designate primary contacts ("Primary Contact") respectively, who shall coordinate with each other in the planning, implementation, and coordination of the Program(s) to be provided to the students. There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.
- B. Preliminary Information. Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the students participating under this Agreement, and the period of time for each student's training.
- C. Supervision. School shall maintain responsibility for student activities and conduct while at SBMF, and shall maintain supervision over the Program(s) (including all grading). However, SBMF shall provide appropriate training, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations.
- D. Field Supervisors. Facility shall provide qualified Field Supervisors to supervise all instruction and student activities for the Program in Facility.
- E. Faculty/Clinical Preceptors. School shall provide instructor(s) to supervise all instruction and student activities for the Program in Facilities except for any particular course(s) that use clinical preceptors. Facility shall provide qualified staff to supervise any particular course(s) requiring clinical preceptor(s).

- F. Orientation. Student(s) participating in the Program at Facility must attend an orientation performed by Facility prior to student assignment. The location and time for such orientation shall be mutually agreed upon by the Primary Contacts.
1. Electronic Health Record: Students will be provided with EHR training and must be deemed proficient by the Facility.
 2. Electronic Health Record Access: Students will be granted access after proficiency is validated. The Field Supervisor is responsible for reviewing and cosigning all charting by students in the EHR.

2. SCHOOL'S RESPONSIBILITIES

- A. Accreditation. School shall maintain appropriate accreditation (by one of the six regional accrediting bodies in the United States and/or by the applicable professional association for each Program), licensing and credentials of its entities and employees, as applicable, and shall, upon SBMF's request, furnish evidence of such accreditation, licensing and credentials.
- B. Student/Instructor Contact Information. School shall complete and send to SBMF's information for each student and instructor enrolled in the Program(s), which shall include the student's/instructor's name, address and telephone number prior to the beginning of the planned clinical experience. SBMF shall regard this information as confidential. SBMF may also develop a non-mandatory online registration system, which students may voluntarily use to enter additional information such as email address, job experience, etc.
- C. Schedule of Assignments. School shall notify SBMF's of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than thirty (30) working days prior to the planned experience.
- D. Educational Objectives: School shall provide to SBMF's a copy of the course objective and skills checklist as appropriate for the training and a copy of the appropriate clinical program handbook.
- E. Records. School shall maintain all attendance and academic records of the students participating in the Program(s), and personnel records for its instructor(s), in accordance with all legal requirements.
- F. Rules and Regulations. School shall enforce rules and regulations governing the student as mutually agreed upon by School and SBMF's.
- G. Health Policy. School shall provide SBMF's, prior to a student's arrival at the Facility, with proof of immunity consistent with SBMF employee health policy as detailed at Section C of Exhibit B. School shall notify SBMF's prior to a student's arrival at the Facility if the student is a known carrier of an infectious or communicable disease. If such information indicates that patients of SBMF would be placed at risk if treated by a particular student, SBMF reserves the right to refuse to allow such student to participate in training at SBMF. Immunity documentation shall include at a minimum a TB screening, and vaccinations or titers for Mumps, Rubeola, Rubella,

Varicella, Tetanus, Diphtheria, and Pertussis (Tdap), Hepatitis B and Influenza. TB screening (two-step process initially, single thereafter) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. SBMF is not financially responsible for providing these tests for students. SBMF has the same requirements for any School instructors participating under this Agreement.

H. Student/Instructor Responsibilities. School shall notify each student and instructor that he/she is responsible for:

- 1) Following the policies, procedures, rules and regulations of SBMF as applicable, including the dress code of the Facility and the Facility's Identity Theft Prevention Program.
- 2) Arranging for his/her own transportation and living arrangements when not provided by School.
- 3) Arranging for and assuming the cost of his/her own health insurance.
- 4) Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test and initial drug screening.
- 5) Maintaining confidentiality of patient information. No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the training. The discussion, transmission or narration in any form by students or instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the training. Students and instructors shall use de-identified information only in any discussions with School, its employees or agents not participating as on-site instructors, unless the patient has first given express authorization using a form approved by SBMF that complies with applicable state and federal law, including the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act ("HITECH Act," 42 U.S.C. § 17921 et seq.), and the regulations promulgated thereunder (collectively referred to herein as "HIPAA"). To preserve patient confidentiality, students and instructors shall not be permitted to use any cameras or camera cell phones in the Facilities. **Any student(s)/instructor(s) participating in the Program(s) under this Agreement must execute a Confidentiality Form prior to placement; a copy of the template is attached hereto as Exhibit C.**
- 6) Wearing photo ID name badges identifying him/herself as a student/instructor of the School.
- 7) Attending an orientation to the applicable Facilities, as mutually agreed upon by the Primary Contacts. This orientation must be fully completed prior to student assignment for patient care. In addition, students and instructors must submit to SBMF proof of completion of SBMF orientation and training on: environment of care, national patient safety goals, and HIPAA. Students will complete online orientation training at School's/Student's expense, as reasonably requested by SBMF from time to time.

- 8) Providing services to SBMF's patients under the direct supervision of an instructor provided by School or SBMF -provided preceptors.
 - 9) Notifying SBMF management immediately of any perceived or suspected violation of federal or State laws at the Facilities.
- I. Training Capacity. School will ensure all students understand they are trainees and will not be compensated in their trainee roles.
 - J. Background Checks. SBMF requires School to provide proof of a lawful background check for each student and instructor before the planned training, in accordance with the provisions set forth at **Exhibit B**. If any information obtained through the background check may indicate that patients of any Facility would be placed at risk by the presence of a particular student and/or instructor, SBMF reserves the right to refuse to allow such student and/or instructor to participate in the Program(s) at Facility.
 - K. Withdrawal of Students. SBMF may request School to withdraw from the Program(s) any student or instructor whom SBMF determines is not performing satisfactorily, or who refuses to follow SBMF's policies, procedures, rules and/or regulations, or violates federal or State laws. SBMF may also deny participation in the Program(s) to any student in accordance with the provisions of California Labor Code sections 432.7 and 432.8. SBMF reserves the right to suspend from participation immediately any student or instructor who is determined by SBMF to pose an imminent danger of harm to patients or others, and to immediately dismiss from the Facility any such student or instructor. In addition, School shall comply with any Facility's request to suspend a student or instructor from participation within twelve (12) hours of the request, unless the Facility agrees to a longer period of time.

3. SBMF's RESPONSIBILITIES

- A. Access to Facilities. SBMF shall permit instructors and only the mutually agreed upon number of students enrolled in the Program(s) access to the Facilities as appropriate and necessary for the Program(s), provided that the instructor(s) or student(s) shall not interfere with the activities of SBMF.
- B. Accreditation. SBMF shall maintain the Facilities used for the experience in such a manner that the Facilities shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, SBMF shall permit the appropriate accreditation agency to make site visits to the Facility to verify the instructional and clinical/non-clinical experience of the School's students.
- C. Emergency Health Care/First Aid. SBMF shall, on any day when student/instructor is receiving training at its Facilities, provide to student/instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said student's or instructor's participation in the Program at Facility. Except as provided regarding such emergencies, SBMF shall have no obligation to furnish medical or surgical care to any student or instructor. Students and instructors will be financially responsible for all such care rendered in the same manner as any other patient.

- D. Training Capacity. If students are participating in clinical training, students shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by SBMF. Students shall perform services for patients only when under the supervision of a qualified professional. Facility and School shall coordinate all appropriate supervision.

4. NON-DISCRIMINATION

The parties agree that student(s) participating in the Program at any Facility pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status.

5. STATUS OF STUDENTS AND INSTRUCTORS

It is expressly agreed and understood by School and SBMF that students and instructors under this Program(s) are in attendance for educational purposes, and such students and instructors are not considered employees of SBMF for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Any Students currently employed by SBMF or its affiliates are not considered employees while acting in their roles as Students.

6. INDEMNIFICATION

- A. School shall defend, indemnify and hold harmless SBMF and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School, its officers, employees, agents, instructors, and students.
- B. SBMF shall defend, indemnify and hold harmless School, its officers, employees, and agents from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SBMF, its officers, employees, or agents.

7. INSURANCE

- A. School shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance from an insurance company acceptable to SBMF in an amount per student and instructor of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.

- B. School shall procure and maintain during the term of this Agreement, at its sole cost and expense, professional liability insurance from an insurance company acceptable to SBMF in an amount per student and instructor of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- C. If any of the above-referenced insurance is made on a "claims-made" basis, and such coverage is later terminated or converted to an "occurrence" coverage (or vice versa), School shall also acquire "prior acts" or "tail" coverage in the above amounts, covering all periods that this Agreement is or has been in effect, and for a period of five (5) years following termination of this Agreement.
- D. The School shall also maintain and provide evidence of workers' compensation coverage as required by law. In the event School does not carry workers' compensation insurance on the students, School shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than \$10,000.
- E. School shall provide SBMF with proof of insurance evidencing the insurance coverage required under this section. The School shall also notify SBMF's within ten (10) days of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days advance written notice to SBMF's. All insurance policies will be written by a company authorized to do business in the State of California and with an A.M. Best Rating of A-: VII or better. In no event will the coverage or limits of any insurance maintained by School under this Insurance, or the lack or unavailability of any other insurance, limit or diminish in any way School's obligations or liability to SBMF's under this Agreement. Any acceptance of insurance certificates by SBMF shall not limit or relieve School of the duties and responsibilities assumed by it under this Agreement.
- F. The Commercial General Liability Insurance maintained by School pursuant to this Agreement shall be endorsed to name SBMF's, its Affiliates, officers, directors, and employees as Additional Insureds. It is agreed that the insurance afforded such Additional Insureds shall apply as primary insurance and that any other insurance carried by SBMF shall be excess only and shall not contribute with this insurance.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for two (2) years.
- B. Renewal. This Agreement may be renewed for subsequent two (2) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with thirty (30) days prior written notice by either party to the other party. Such termination shall not take effect, however, with regard to students already enrolled until those students have completed their training for the School semester during which such termination notice is given, unless such completion would cause an undue financial hardship on SBMF or the unit in which student is assigned ceases to operate.

9. CONFIDENTIALITY

- A. General Confidentiality. This Section 9 is in addition to Section 2.H.5 of this Agreement. All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of Affiliate Initials.
- B. Confidentiality Training. School shall warrant to SBMF that each student and instructor has received appropriate training in the student's/instructor's duty to maintain the confidentiality of patient and SBMF proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA, the California Confidentiality of Medical Information Act, and the Federal Trade Commission's Red Flag Rules on Identity Theft Prevention. Affiliate Initials reserves the right to provide appropriate confidentiality training to the students and instructors, and to designate the students and instructors as members of SBMF's workforce, as defined by HIPAA.
- C. Patient Authorization. No SBMF patient information may be disclosed to or shared with School (or School's employees or agents not participating as on-site instructors) during the course of the Program(s) unless SBMF has received express written patient authorization. SBMF shall reasonably assist School in obtaining such authorization in appropriate circumstances. In the absence of such authorization, students and instructors shall use only de-identified information (as defined by HIPAA) in any discussion with School (or School's employees or agents not participating as on-site instructors).

10. GENERAL PROVISIONS

- A. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties regarding School's Program(s) and use of the Facilities. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.
- B. Assignment; Binding on Successors. Neither party shall voluntarily nor by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent.

Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

- C. Dispute Resolution. If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of JAMS. The parties shall bear the arbitrator's fees and expenses equally. The arbitration shall take place in Alameda County. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in Alameda County.
- D. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees in accordance with California Civil Code §1717, in addition to such other relief as the court or arbitrator may deem appropriate.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- G. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

Balance of page intentionally left blank.

- H. Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

SBMF
Sutter Bay Medical Foundation

School
Chabot College

Name: Candice Montalvo
Title/Department: RN Educator
Address: 3687 Mt. Diablo Blvd., #200
City, State Zip: Lafayette, CA 94549

Name: Kristina Perkins
Title/Department: Medical Assisting Program Director
Address: 25555 Hesperian Blvd
City, State Zip: Hayward, CA 94545

With a copy to:

Sutter Health
Office of the General Counsel
2000 Powell Street, Suite 1200
Emeryville, CA 94608
Attn: Assistant General Counsel, Sutter Health Bay Area

- I. Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.
- J. Waiver of Provisions. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- K. Recitals and Exhibits. Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.
- L. Compliance with Law and Regulatory Agencies. SBMF and School shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the Facilities; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from SBMF. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. School shall also comply, and shall ensure its student(s) and instructor(s) comply with all applicable

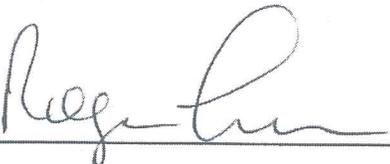
standards and recommendations of The Joint Commission; bylaws, rules and regulations, and policies and procedures of SBMF, SBMF's Medical Staff and Medical Staff departments; and the laws, regulations, and rules regarding services provided to patients covered by Medicare and/or Medi-Cal.

- M. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
- N. No Third Party Beneficiaries. Nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

11. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

Sutter Bay Medical Foundation

By: 
Name: Roger Larsen
Title: Interim CEO
Date: 1/29/17

School

Chabot College
Division of Health, Physical Education and Athletics

By: _____
Name: Lorenzo Legaspi
Title: Vice Chancellor, Business Services
Date: _____

Balance of page intentionally left blank.

Exhibit A

The following SBMF facilities are included in this agreement:

Exhibit B

BACKGROUND CHECKS AND HEALTH SCREENING PROCESS

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the SBMF Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to student placement.

A. Background Checks Requirements

School shall provide proof of a lawful background check for each student and instructor **at least thirty (30) days** before the start of the planned clinical experience. As long as a student remains continuously enrolled, the background check for such student is only required one time. Screening SBMF is not financially responsible for the background check. The background check shall include at a minimum: a drug and alcohol screening in accordance with SBMF policy (including screening for the drugs set forth at Section C below); a social security number trace (used to identify additional names and or locations of residence); a county criminal background search in each county where the student/instructor has resided in the seven (7) years prior to the clinical experience (this search shall also include a search of any additional names utilized by the candidate (ex: other first or last names); a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.sam.gov/portal/SAM/##11#1>; <http://www.medi-cal.ca.gov/references.asp>).

Preferred Background Check Vendor

Corporate Screening: www.CorporateScreening.com / www.VerifyStudents.com

B. For students currently employed by SBMF

SBMF employees who are also students are not considered employees of SBMF while acting in their roles as students, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be signed
- Mandatory testing as identified in Background Screening Process. Drug screens and background checks may be waived if all of the following conditions are met:
 - Employee is in active status with no outstanding disciplinary actions
 - Employee has a background check on file and current Employee Health clearance.
Employee can contact SBMF Recruitment Services for confirmation. If a background check is not on file, one will be provided to the employee at no additional cost.
- Workers compensation is not offered for employees functioning in a student role.
- Students will not perform employment duties while functioning as a student; employees will not perform student duties while functioning as an employee.

C. **Health Screening Process.** The following health screening requirements apply to both students and instructors of School:

Demonstrate the absence of tuberculosis (Annually)

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a document negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization):

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening (can be declined)
- Influenza (proof of shot or declination required)
Required between October and April

Demonstrate the absence of controlled substances:

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

Balance of page intentionally left blank.

EXHIBIT C

CONFIDENTIALITY AGREEMENT

As part of my participation in an educational program ("Program") at a Facility affiliated with Sutter Health ("Facility"), I may have access to protected health information ("PHI"), personnel information, and proprietary business information (collectively referred to as "Confidential Information") that may not be disclosed except as permitted or required by law and by Facility policies and procedures. I understand that I am committed to protect and safeguard from disclosure all Confidential Information regardless of the type of media on which it is stored (e.g. paper, micro-fiche, voice tape, computer system). I agree that I will not disclose any Confidential Information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold Confidential Information in the strictest confidence and not to disclose such information to any person or in any manner which is inconsistent with applicable law or the policies and procedures of Facility.
- I acknowledge that I may not review any Confidential Information of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my official duties. I will not discuss or allow to be displayed Confidential Information of any type in the proximity of any individual who does not have the right to know. This includes conversations in public places, allowing computer screens to be inappropriately visible, and leaving printed material where it may be openly viewed.
- All Confidential Information obtained from Facility systems remains the property of Facility regardless of physical location or method of storage unless otherwise specified by Facility in writing.
- If I believe that information confidentiality or security may be compromised in any way, either intentional or accidental, I shall contact my direct supervisor and/or the Facility Privacy Officer or Compliance Officer.
- My confidentiality obligation continues indefinitely, including after my participation in the Program at Facility has ended.

Access, attempted access, or release of Confidential Information without the right and need to know for successful completion of Program duties will be considered a breach of confidentiality. I understand that if I breach the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act. This may be grounds for immediate disciplinary action up to and including termination of my participation in the Program at Facility, and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Printed Name: _____ Date: _____

Signature: _____

EXHIBIT D

Sample Letter of Attestation

VIA FACSIMILE TO: _____

Date

Manager, Workforce Development

Dear _____:

Please accept this letter as **School's** attestation that the students scheduled to begin clinical experience with Sutter Bay Hospitals or Sutter East Bay Hospitals on _____, have successfully completed the background, drug and health-screening requirements as outlined in the "Agreement for furnishing clinical experiences and the use of clinical facilities."

Please note that Sutter Bay Hospitals or Sutter East Bay Hospitals will be contacted under separate cover regarding any students that do not meet the background, drug and/or health-screening requirements as outlined in the aforementioned agreement document.

Sincerely,

**Program Director
School Information**