

## Student Statement of Responsibility/Research Acknowledgement

I understand that in order to participate in an educational rotation (“Program”) at St. Luke’s University Health Network and its affiliates (“PROVIDER”) and/or Star Community Health and its clinics (“STAR”), I must comply with the terms of the Affiliation Agreement, among PROVIDER, STAR, and \_\_\_\_\_ [NAME OF SCHOOL] (“SCHOOL”), as it may be amended from time to time (the “Agreement”). As consideration for allowing me to participate in the Program at the PROVIDER and/or STAR, I understand and agree to the following:

1. *General Compliance.* My role as a participant in the Program is contingent upon my compliance with all policies, procedures, rules, and expectations of SCHOOL and PROVIDER/STAR. In addition, I am required to keep confidential patient protected health information, and other confidential information of PROVIDER/STAR, as required by PROVIDER/STAR. I agree to complete any form(s) that PROVIDER/STAR may deem necessary with respect to my participation in the Program including but not limited to those relating to confidentiality. I will be subject to all the background clearance and health screening policies of the PROVIDER/STAR. I am aware that the PROVIDER/STAR has safeguards in place against the introduction of infection and I am not aware that I have any infectious disease. I will respect the facilities and property of the PROVIDER/STAR and I understand that if any property is damaged or destroyed because of my act or failure to act, I may ultimately be responsible for the cost of repairing or replacing that property.

2. *Computer Access\*.* I will access and/or use PROVIDER’s/STAR’s computers and computer system only if and to the extent authorized by PROVIDER/STAR as it may deem necessary for my participation in the Program, and comply with PROVIDER’s/STAR’s policies applicable to my access, recognizing that PROVIDER/STAR may monitor my access and activity and terminate my access at any time. In particular, I will not:

- (1) Access, alter, or destroy any computer, computer system, computer software, computer program or data base with the intent to interrupt the normal functioning of the PROVIDER/STAR or to implement any scheme to defraud or control the PROVIDER’s/STAR’s property or services.
- (2) Access PROVIDER’s/STAR’s systems and programs except as expressly permitted by PROVIDER/STAR in connection with my participation in the Program.
- (3) Without authorization give or publish any password, identifying code, or any other confidential information about the computer, computer system, or the data base of PROVIDER/STAR.
- (4) Access internet sites for any personal purpose or that contain content that is inconsistent with the mission and values of PROVIDER/STAR.
- (5) Use, access, transmit, or display to others information which is disparaging to others based on race, national origin, sex, sexual orientation, age, disability, or religion, or which is otherwise offensive, inappropriate or in violation of PROVIDER’s/STAR’s policies, procedures and expectations.

\*“Access” shall be defined to mean to intercept, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resource of the computer, computer system, or database.

3. *Works and Projects.* I understand that if connection with the Program, I may be permitted to (1) participate in activities at the PROVIDER/STAR relating to PROVIDER’s/STAR’s business, operations, services, processes, and initiatives, and assist with or prepare work product (“Works”), and/or (2) prepare and submit to the SCHOOL for credit, papers and presentations regarding my experience at PROVIDER/STAR (each, a “Project”). I agree that I may not participate in any Works or prepare any Project without the PROVIDER’s/STAR’s prior written approval and consent, and subject to the additional terms below.

4. *Confidential Information.* I understand that any Works and the Project I participate in may contain confidential information of the PROVIDER/STAR relating to it business, operations, patients, services, markets, processes, initiatives, and contractual relationships (“Confidential Information”). The Confidential Information is the exclusive property of the PROVIDER/STAR and I may not disclose any Confidential Information unless specifically permitted by the PROVIDER/STAR, and I will not use the Confidential Information for any purpose other than to prepare the Works and the Project. I will take all reasonable steps necessary to maintain the confidentiality of the Confidential Information and comply with all applicable law and the PROVIDER’s/STAR’s policies regarding the privacy of Confidential Information. I understand that this obligation includes a requirement that I not disclose in any manner any individually identifiable information about a patient of the PROVIDER/STAR, whether in the Works, the Project, or otherwise. I will immediately notify the PROVIDER/STAR as soon as I am aware of any breach of this obligation.

5. *Inventions.* I understand that by virtue of my participation in the Works or preparation of the Projects, I may encounter new or novel ideas or methodologies relating to the PROVIDER'S/STAR'S operations and business. I agree to disclose immediately to the PROVIDER/STAR all inventions, ideas and developments that I conceive, create, or reduce to practice in connection with or relating to my participation in the Works or preparation of the Projects ("Invention(s)"). I agree that I have no right, title or interest in or to any Invention, and I shall cooperate fully with the PROVIDER/STAR during and following my participation in the Works and preparation of the Projects in executing and delivering any documents and taking any actions that are necessary or instructed by the PROVIDER/STAR, without additional compensation, to grant all rights, title and interest in or to any Invention to the PROVIDER/STAR.

6. *Work Made for Hire.* Unless the PROVIDER/STAR otherwise agrees, I acknowledge that the PROVIDER/STAR is the sole, exclusive and perpetual owner of the Works, which entitles the PROVIDER/STAR, among other things, to all reproductions of the Works, including the right to transform, alter, or adapt the Works and to create derivative works thereof. I expressly agree with the PROVIDER/STAR that the Works shall be considered a "work-made-for-hire" as that term is used in the United States copyright law. To the extent that I may be deemed to have any right, title or interest in the Works under applicable United States or foreign law, I hereby assign these rights to the PROVIDER/STAR. I am not entitled to any right of publication or presentation of the Works and I will not reproduce or authorize reproduction, publication or use of the Works without the express prior written consent of the PROVIDER/STAR.

7. *Data.* I may not use any institutional or patient data of the PROVIDER/STAR (whether or not deemed Confidential Information) or any Confidential Information of the PROVIDER/STAR in a Project unless I submit a request to the PROVIDER'S/STAR'S by completing a Project Feasibility Form with the Research and Innovation Department at PROVIDER ("R&I Department") and such Project is approved by the R&I Department, and, if applicable, the PROVIDER'S Institutional Review Board ("IRB"). Any data developed or produced in conjunction with the Works or the Project relating to the PROVIDER'S/STAR'S patients, operations, quality improvement, services, processes, systems, or information technology, shall be solely owned by the PROVIDER/STAR and I will submit that data to the PROVIDER/STAR in the format reasonably requested by the PROVIDER/STAR. If I request data already owned and maintained by the PROVIDER/STAR, it shall be within the PROVIDER'S/STAR'S sole discretion to determine the format and parameters of the requested data, and any data extract provided by the PROVIDER/STAR shall not be duplicated or downloaded, and shall be returned to the PROVIDER/STAR upon the earlier of its request or the completion of the Project. All research conducted, whether from data developed or produced or from data provided by the PROVIDER/STAR, and the results and conclusions arising therefrom, shall be submitted to the PROVIDER/STAR in the format reasonably requested by the PROVIDER/STAR, and shall be solely owned by the PROVIDER/STAR.

8. *No Infringement; No Identification.* I promise that no contribution I make to the Works or the Project infringes any copyright or any other right of any other person or entity and is otherwise lawful. I promise that the Works or the Project will not identify the PROVIDER/STAR or its patients or partners, or use any mark or logo of the PROVIDER/STAR, or contain information about the PROVIDER/STAR sufficient to permit a reasonable person to identify the PROVIDER/STAR, unless specifically consented to in writing by the PROVIDER/STAR.

9. *Submission for Credit.* I will not disclose, publish, or use the Project or any portion of the Project for any purpose other than in consideration of seeking a grade, credit, or degree in connection with an educational program at the SCHOOL, unless specifically consented to in writing by the PROVIDER/STAR, and subject further to any additional restrictions imposed by the the R&I Department and/or IRB.

10. *Survival of Obligations.* I understand and agree that my obligations survive completion of the Works and/or Project and termination or completion of my participation in the Program at the PROVIDER/STAR.

11. *Evaluation.* I understand that as part of my participation in the Program, PROVIDER/STAR may prepare an evaluation of my abilities and performance in the Program, and I agree that I will not hold PROVIDER/STAR responsible or liable for the use of any such evaluations made in good faith by PROVIDER/STAR, whether or not they are used by SCHOOL or adversely affect or impact my standing at SCHOOL.

12. *Termination of the educational experience.* I understand that I will forfeit completion of my participation in the Program and that PROVIDER/STAR may terminate my participation and pursue any other available civil and/or criminal remedies in its sole discretion should it determine that I have violated my obligations in this Statement or any other applicable policy, procedure, rule, or expectation.

The undersigned, intending to be legally bound, has reviewed this Student Statement of Responsibility/Research Acknowledgement, and agrees to abide by same.

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

PATIENT LABEL AREA



# COMMITMENT TO PRIVACY & CONFIDENTIALITY

I understand that by virtue of my role as an employee, contractor, observer, intern, volunteer or other authorized individual (collectively "status") with St. Luke's University Health Network, its subsidiaries and/or affiliates (collectively "St. Luke's"), I am considered a member of St. Luke's "workforce", and am required to comply with the policies, procedures, and rules of St. Luke's, including those regarding privacy and confidentiality, as described below.

All members of the workforce are legally and ethically responsible for maintaining the confidentiality of patient protected health information ("PHI"), whether it be verbal, written, or electronic, as required by Federal law, the Health Insurance Portability and Accountability Act, and applicable state law. PHI regarding a patient of St. Luke's includes any information acquired in the course of a professional/patient relationship. This includes the fact that an individual is a patient and information contained in the patient's medical or billing record. I understand that I may not discuss such information whether inside or outside of St. Luke's, and whether to another member of St. Luke's workforce or any other party, unless it directly applies to my status at St. Luke's, and I am required to do so. In such an event, I will disclose only the minimum amount of information necessary for a patient's care or to perform my specifically assigned duties. All PHI retrieved from electronic devices must be relevant to my specific responsibilities at St. Luke's and held in strictest confidence. No PHI may be accessed for any reason other than my specifically assigned duties.

I also understand that I may be provided or may have access to information, records or other material which may contain personal, private, or confidential information of individuals or of St. Luke's, the disclosure of which is prohibited by applicable law and/or St. Luke's policies. This information may include, but is not limited to, information and communications regarding the plans, patients, services, markets, developments, strategies, or practices of St. Luke's, and other information that is confidential or proprietary to St. Luke's that St. Luke's wishes to remain private and proprietary (collectively "Confidential Information").

As a condition of my status, I promise and agree that:

- I will take all necessary steps to maintain the privacy and confidentiality of the Confidential Information and PHI both during and after the termination of my status with St. Luke's.
- I will disclose the Confidential Information only to the extent necessary in connection with my status and assignments at St. Luke's and in accordance with St. Luke's policies, as may be amended from time to time, and will only disclose the PHI as specifically described above; I will not otherwise use or disclose the Confidential Information or PHI.
- I will not erase or modify a data record or data entry from any record, report or file, or remove any record, report or file from the site where it is maintained.
- I will not share or reveal the Confidential Information to any individual(s) who does not need to know.
- In addition to the above expectations, I will adhere to any additional or more specific requirement(s) relating to privacy and confidentiality that may be imposed by any applicable law, contract, or policy.

I acknowledge that my willful or unauthorized disclosure of the Confidential Information or PHI either during or after my status terminates with St. Luke's may result in corrective action, up to and including the termination of my status with St. Luke's and may also subject me to any and all applicable criminal or civil penalties.

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

Printed Name: \_\_\_\_\_

