**EDUCATIONAL EXPERIENCE**
**MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** dated to be effective as of the date of the last-executed signature below ("**Effective Date**"), by and among Ascension Seton ("**Seton**"), a Texas non-profit corporation, located at 1345 Philomena Street, Austin Texas 78723, Cedar Park Health System, LLC ("**Cedar Park**"), a Texas limited liability corporation, located at 1345 Philomena Street, Austin, TX 78723, Seton Family of Doctors ("**SFOD**"), a Texas non-profit corporation, located at 1345 Philomena Street, Austin Texas 78723, Seton/UT Austin Dell Medical School University Physicians Group ("**UPG**"), a Texas non-profit corporation, located at 1345 Philomena Street, Austin Texas 78723, and Dell Children's Medical Group ("**DCMG**"), a Texas non-profit corporation, located at 1345 Philomena Street, Austin Texas 78723 (collectively, "**Facility**" or "**Facilities**"), and Smithville Independent School District ("District"), a Texas governmental entity, located at 901 NE 6th St, Smithville TX 78957.

**WHEREAS**, Facility operates various facilities in which health care services are provided, including but not limited to Ascension Seton Cedar Park, 1401 Medical Pkwy, Cedar Park, TX 78613; Ascension Seton Medical Center Austin, 1201 West 38th Street, Austin, Texas 78705; Ascension Seton Northwest, 11113 Research Blvd., Austin, Texas 78750; Dell Seton Medical Center at The University of Texas, 1500 Red River Street, Austin, Texas 78701; Ascension Seton Southwest, 7900 FM1826, Austin, Texas 78737; Ascension Seton McCarthy Community Health Center, 2811 E. 2nd Street, Austin, Texas 78702; Ascension Seton Highland Lakes, Highway 281 South, Burnet, Texas 78611; Ascension Seton Edgar B. Davis, 130 Hays Street, Luling, Texas 78648; Dell Children's Medical Center, 4900 Mueller Blvd., Austin, Texas 78723; Dell Center Medical Center North Campus, 9010 N Lake Creek Pkwy, Austin, TX 78717; Ascension Seton Williamson, 201 Seton Parkway, Round Rock, Texas 78665, Ascension Seton Hays, 601 Kyle Parkway, Kyle, Texas 78640, Ascension Seton Smithville, 800 East Highway 71, Smithville, Texas 78957, Ascension Seton Bastrop, 630 TX-71 W, Bastrop, TX 78602, and various physicians' offices and clinics affiliated with Seton, Providence, Cedar Park, SFOD, UPG, and DCMG;

**WHEREAS**, District provides academic courses with respect to health care and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties (each a "**Program**");

**WHEREAS**, the mission of the District is to improve the academic performance of students;

**WHEREAS**, the District seeks to provide effective instructional leadership and responsible fiscal management and foster an atmosphere in which all students develop and mature academically, physically, emotionally, and socially;

**WHEREAS**, the District seeks to serve the community by equipping all students with the quality of education that prepares them to be successful in a changing society. **WHEREAS**, Facility desires to cooperate with District to establish and implement Programs involving the students and personnel of District and the facilities and personnel of Facility; and

**WHEREAS**, the parties intend that District and its students shall not be employees, agents, partners, or joint venturers of Facility.

**NOW, THEREFORE,** in consideration of the mutual promises herein, District and Facility agree that any Program established and implemented by Facility and District during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **Program**. Each Program conducted by District at certain of the Facilities, which Facilities shall be specifically listed in **Schedule A** hereto, shall be included on **Schedule B** hereto. **Schedule A** and **Schedule B** shall each be updated upon the commencement, termination or replacement of any use of a Facility and/or Program, respectively, as the parties may mutually agree.

2. **Responsibilities of Facility**. Except for acts to be performed by District pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience for each Program. In connection with each such Program, Facility will:

    2.1. Comply with applicable federal, state, and municipal laws, ordinances, rules, and regulations and comply with applicable requirements of any accreditation authority;

    2.2. Permit the authority responsible for accreditation of District's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

    2.3. Facility shall designate an employee or staff member to serve as its liaison ("**Facility Liaison**") and District shall designate an administrator or faculty member to serve as its representative ("**District Representative"**) with regard to coordination and implementation of the Program(s) and all communications related thereto.

    2.4. Facility will be required to abide by District's policies and procedures regarding the recording of students unless expressly authorized by Student's parents and/or legal guardians.

    2.5. Facility Liaison and District Representative will design each Program, utilizing the personnel, equipment, and facilities of Facility.

        a. The duration of each Program and the educational experience provided will be consistent with the curriculum requirements of District and with the standards of the accrediting entity for the District or division of District in which students are enrolled.

        b. Each Program will be reviewed annually by the Facility Liaison and District Representative and, when appropriate, will be revised to meet the District curriculum requirements and the standards of the accrediting entity. In the event that a Program is revised, Facility and District shall collaborate to make any necessary modifications to documentation related to the Program.

        c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of District personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

3. **Responsibilities of District**. In connection with each such Program, District will:

    3.1. Ensure that all students selected for participation in the Program have satisfactorily completed all portions of the District curriculum that are a prerequisite for participation in the Program;

    3.2. Assign only those students who have satisfactorily completed those portions of District curriculum that are prerequisite to Program participation;

3.3. Furnish Facility with the names of the students assigned by District to participate in the Program;

3.4. Develop criteria for the evaluation of the performance of District students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and District personnel who are responsible for supervising those students;

3.5. Assign grades to students participating in the Program in accordance with District policies and District instructor criteria;

3.6. Inform all District students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of all federal, state and municipal laws, ordinances and regulations, including but not limited to those regarding the confidentiality of information in records maintained by Facility;

3.7. Provide information requested by Facility related to students participating in the Program, unless prohibited by federal or state law. Facility shall maintain and keep all information regarding the Student confidential and follow all laws and regulations in accordance with the Family Educational Privacy Rights Act

3.8. Remove a student from the Program when the Facility and the District determine that the student has violated any law or ordinance or the rules and regulations of the Facility; has disclosed information that is confidential by law, including by HIPAA or the HITECH Act as further described in Section 4.2; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients;

3.9. Designate a member of the District faculty ("**District Representative**") to coordinate the educational experience of students participating in the Program with the Facility Liaison. District shall give Facility written notice of the name of the District Representative. In the event District Representative becomes unacceptable and Facility so notifies District in writing, the Facility shall first notify the District and schedule and informal conference to discuss the request. If the informal conference does not resolve the matter, the District will appoint, within ten (10) days, a different District Representative;

3.10. Maintain professional liability and comprehensive general liability insurance in the amounts of US $1,000,000 each incident or occurrence and US $1,000,000 annual aggregate, covering District, each student and faculty member participating in a Program; and third party Privacy and Network Security ("cyber") insurance loss arising out of or in connection with loss or disclosure of Confidential Information or confidential medical information, in a minimum amount of US$1,000,000 per loss. District shall provide proof of such insurance to Facility;

3.11. Follow the internal protocols, policies, procedures, rules and regulations established by Facility then in effect, including without limitation, Facility's "Code of Conduct" Policy; Facility's "Inventions and Intellectual Property" Policy; and all requirements of The Joint Commission ("**TJC**"). Facility's policies and procedures and TJC Standards are available to student for review on Facility's Intranet website (located at: https://tx.ascension.org/v2/), which can be accessed at any Facility computer and at each nursing station; A copy of these documents will be provided to the District.

3.12. Acknowledge that the operations of Facility and its affiliates are bound by the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor ("**Directives**") and the principles and beliefs of the Roman Catholic Church are a matter of conscience to Facility and its affiliates. The Directives are located at http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf. Facility acknowledges that District participants are bound by the policies, rules and regulations of its Board policies and may not participate in activities that it is otherwise restricted from doing so under law. The policies can be found here: https://pol.tasb.org/PolicyOnline?key=152. It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require Facility, the Districtor its affiliates to violate said Directives or policies in their operations and all parts of this Agreement must be interpreted in a manner that is consistent with said Directives and policies;

3.13. Ensure student compliance with current standards as required by Facility which are subject to change over time, relating to (but not limited to) immunizations or other health related screenings, drug and other screenings, Occupational Safety and Health Administration standards, CPR, and current liability insurance coverage. In addition, District acknowledges the Facility special status as a health care provider, and Facility may request that District provide Facility with proof of satisfactory health status for any student or on-site personnel;

3.14. Prior to any student's on-site placement, provide Facility with attestation that the student has record of all immunizations and screenings required in accordance with the Facilities current Attestation Policy, which may be provided upon request.

3.15. Take continuous action to ensure that the Program is based on current educational programs set out by the District and is compliant with all applicable laws, rules, and regulations governing the practice of the services in each of the Programs listed in **Schedule B** hereto.

4. **Mutual Responsibilities of the Parties.**

4.1. Confidentiality. District and its faculty, employees, agents, and representatives agree to keep strictly confidential and hold in trust all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility. District 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, in writing, by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to District. The Facility recognizes that the District is a political subdivision and subject to the Public Information Act.

4.2. HIPAA; HITECH; and Texas State Confidentiality Requirements. The parties to this Agreement mutually agree to comply with: (1) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"); (2) the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("**HIPAA**"), and any current and future regulations promulgated under the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy

Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162; and (3) Texas State laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients, including without limitation, the "Texas Medical Records Privacy Act" (codified at Texas Health & Safety Code Section 181); and the "Texas Identity Theft Enforcement & Protection Act" (codified at Texas Business & Commerce Code, Section 521), as amended from time to time. The parties agree not to use or further use or disclose any "Individually Identifiable Health Information" ("**IIHI**") or "Protected Health Information" ("**PHI**") (as those terms are defined by HIPAA), other than as permitted by applicable Federal and State laws and regulations and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services ("**DHHS**") to the extent required for determining compliance with Federal and State laws and regulations. Parties also agree to abide by state and federal laws, including the Family Educational Property Rights Act (FERPA).

4.3. Payment. No payments shall be received or made by either party hereto unless specified in **Schedule C** attached hereto.

5. **Notices**. All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested, to the parties as follows:

**If to Cedar Park**
Cedar Park Health System, LLC
1345 Philomena Street
Austin, Texas 78723
Attention: President

With a copy to:
Ascension Seton
1345 Philomena Street
Austin, Texas 78723
Attention: Associate General Counsel

**If to Seton**
Ascension Seton
1345 Philomena Street
Austin, Texas 78723
Attention: President

With a copy to:
Ascension Seton
1345 Philomena Street
Austin, Texas 78723
Attention: Associate General Counsel

**If to SFOD**
Seton Family of Doctors
1345 Philomena Street
Austin, Texas 78723

Attention: President

With a copy to:
Ascension Seton
1345 Philomena Street
Austin, Texas 78723
Attention: Associate General Counsel

**If to UPG**
Seton/UT Austin Dell Medical School University Physicians Group
1345 Philomena Street
Austin, Texas 78723
Attention: President

With a copy to:
Ascension Seton
1345 Philomena Street
Austin, Texas 78723
Attention: Associate General Counsel

**If to DCMG**
Dell Children's Medical Group
1345 Philomena Street
Austin, Texas 78723
Attention: President

With a copy to:
Ascension Seton
1345 Philomena Street
Austin, Texas 78723
Attention: Associate General Counsel

If to **School**
Smithville Independent School District
901 NE 6th Street
Smithville 78957
Attention: Superintendent

Such notices shall be deemed given when received by such party's designated representative.

6. **Oral Representations.** No oral representations of any officer, agent, or employee of Facility or District, shall affect or modify any obligations of either party under this Agreement.

7. **Amendment to Agreement**. No amendment to this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each party.

8. **Assignment.** This Agreement may not be assigned by either party without prior written approval of the other party.

9. **Performance**. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder or give rise to any claim for damages.

10. **Term and Effective Date**.

10.1. Term. This Agreement shall become effective as of the Effective Date for an initial period of one (1) year (the "Term"). This Agreement shall automatically renew, under identical terms and conditions for one (1) year periods, unless written notice of nonrenewal is given by either party at least sixty (60) days before the renewal date or as otherwise set forth in this Agreement. Renewal of the agreement is conditioned upon the approval of the District's Board of Trustees or if authorized, its designee.

10.2. Termination by Agreement. In the event District and Facility shall mutually agree in writing, this Agreement may be terminated with or without cause on the terms and dates stipulated therein.

10.3. Unilateral Termination. In the event either party, at any time, gives to the other at least thirty (30) days' prior written notice of intention to terminate, with or without cause, this Agreement shall terminate: (a) at the end of such thirty (30) days; or (b) when all students enrolled in each Program at the time such notice is given have completed their respective courses of study under the Program, whichever occurs last.

10.4. Termination on Notice of Default. In the event either party shall give notice to the other that such other party has substantially defaulted in the performance of any material obligation under this Agreement, and such default shall not have been cured within ten (10) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement.

10.5. Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligations hereunder except for (1) obligations accruing prior to the date of termination, and (2) obligations, promises, or covenants contained herein that extend beyond the term of this Agreement, including, without limitation, confidentiality of patient and student information. Any and all information collected by Facility regarding students in the program will be destroyed and/or returned to the District within twenty (20) days of the notice to terminate or nonrenew the agreement.

10.6. Annual Review. The Agreement shall be reviewed annually by both parties.

11. **Responsibility for Own Acts**. Except as set forth in this Agreement, each party is responsible for all acts and omissions of itself and its employees and neither party agrees to indemnify the other party for those acts or omissions. However, this provision does not constitute a waiver by any party of any right to indemnification, contribution, subrogation, or other remedy available to that party at law or in equity. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.

12. **Student Healthcare**. Students participating in a Program are not employees of Facility and shall not be entitled to Facility employee health benefits or compensation. Facility shall provide first aid to students participating in the Program as necessary.

13. **Applicable Law**. The validity, interpretation, and enforcement of this Agreement shall be governed by the Laws of the State of Texas Venue shall be in Travis County.

14. **No Inconsistent Tax Position**. District agrees that the provision of services pursuant to this Agreement will not result in any partnership with Facility, nor will it give rise to any ownership or leasehold rights to the property of Facility to be used for the provision of services hereunder. District agrees that it will not take any tax position inconsistent with its role as a service provider, including, but not limited to: depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the property of Facility.

15. **Bond-Financed Assets**. The parties acknowledge that some of the equipment, systems and facilities to be used to provide services pursuant to this Agreement may have been financed with tax-exempt bond proceeds. This Agreement is intended to be structured so as to avoid the incurrence of private business use, as defined in 26 U.S.C. Section 141. If counsel to Facility determines that this Agreement may give rise to private business use, whether due to a change in law, regulation, or for any other reason, the parties will meet and in good faith negotiate an amendment to this Agreement, to ensure that this Agreement does not give rise to private business use. If the parties are unable, after 45 days, to reach such an agreement, then Facility will have the right to terminate this Agreement, and any such termination will be deemed a termination without cause, pursuant to Section 10 hereof.

16. **Force Majeure**. Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the Effective Date of this Agreement.

**IN WITNESS WHEREOF,** the parties by their duly authorized representatives have executed this Agreement.

**ASCENSION SETON**

By: _____
Ashley Dickinson, President

Date: _____

**SETON/UT AUSTIN DELL MEDICAL SCHOOL UNIVERSITY PHYSICIANS GROUP**

By: _____
John Harkins, M.D., President

Date: _____

**SETON FAMILY OF DOCTORS**

By: _____
John Harkins, M.D., President

Date: _____

**CEDAR PARK HEALTH SYSTEM, LLC**

By: _____
Ashley Dickinson, COO

Date: _____

**DELL CHILDREN'S MEDICAL GROUP**

By: _____
Philip Neff, M.D., President

Date: _____

**SMITHVILLE INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Molley Ealy, Superintendent

Date: _____

## Schedule A

### List of Included Facilities

Various facilities owned and/or operated by Facility in which health care services are provided, including but not limited to hospitals, physicians' offices and clinics affiliated with Seton, Cedar Park, SFOD, UPG, and DCMG;

## Schedule B

### List of Districts' Programs at the Facilities

Career and Technical Education programs included in Educational Experience Master Affiliation Agreement between Smithville Independent School District and Ascension Seton

**Program Overview**
This agreement covers the Career and Technical Education (CTE) programs for students, which include observational and limited hands-on tasks. All students in program must have Attachment A form filled out and on file to participate in any observational or hands-on experiences.

- **Senior Year Students:** Can engage in limited hands-on activities, contingent upon site leadership approval.
- **Junior Year Students:** Allowed only observational experiences. No hands-on activities are permitted.
- All students in program must have a valid BLS Certification (Basic Life Support) prior to starting clinical experiences at Ascension.

**Health Science Programs:**

- Certified Clinical Medical Assistant (CCMA)
- Certified Clinical Nursing Assistant (CCNA)
- Patient Care Technician (PCT)
- Medical Internship Program (MIP)

### Program Description(s)

**Administrative and/or Clinical:**

- CCMA - Clinical
- CCNA - Clinical
- PCT - Clinical
- MIP - Clinical

**Program Description(s):**

**CCMA/CCNA/PCT -**

- Course content includes learning to perform functions related to the clinical responsibilities of a medical office, preparing patients for examination and treatment, routine laboratory procedures, diagnostic testing, technical aspects of phlebotomy and the cardiac life cycle.
- Through classroom lectures and hands-on simulation, students review important topics including phlebotomy, pharmacology, the proper use and administration of medications, taking and documenting vital signs, cardiology, including proper lead placements, professional workplace behavior, as well as ethics and the legal aspects of healthcare.

| Task | Without Supervision | With Supervision | Not Permissible |
|---|---|---|---|
| Height & Weight | X | | |

| | | | |
|---|---|---|---|
| Pulse | X | | |
| Calling patients from lobby | X | | |
| Room Turnovers | X | | |
| Blood Pressure * | | X | |
| Intake Questions | | X | |
| Assist with daily living | | X | |
| Injections | | | X |
| Phlebotomy | | | X |
| Invasive procedures | | | X |

**Important Notes:**

- *Automated blood pressure readings may be performed independently after the student has shown consistent competency under clinical staff supervision.
- Tasks marked "without supervision" can only be performed once clinical staff has signed off on the student's competency.
- Students under 18 are NOT allowed to operate patient lifts.

**Medical Internship Program -**

- This program provides hands-on experience in **non-patient-facing** departments. Career exploration internship roles include:
    - Sterile Processing
    - Supply Chain
    - Laundry Services
    - Durable Medical Equipment
    - Support Roles in Other Approved Hospital Departments

ATTACHMENT A

**STUDENT RESPONSIBILITIES ACKNOWLEDGEMENT**

I, _____, a student at Smithville Independent School District ("District") in the _____ Program desire the opportunity to obtain clinical experience through participation in an education experience at _____("Facility").

1. I understand and agree to abide by: (i) all applicable Facility policies and procedures, including, without limitation, personnel policies and procedures of Facility, including the Ethical and Religious Directives for Catholic Health Care Services as found at http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf; and (ii) the requirements of the local Department of Community Health, The Joint Commission and other applicable federal, state, county agency, and/or accreditation bodies. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned educational experience.

2. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Facility's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my educational experience. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.

3. I have been provided the necessary HIPAA training and understand and agree to: (i) appropriately access and disclose patient information; (ii) appropriately use Facility's information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Facility's patient information.

4. I understand and agree to the following terms:

a. As part of the educational experience, I am not, and will not be, an employee of Facility and will therefore will not be eligible for any of the compensation or benefits that Facility's employees receive;
b. The training provided by Facility is general in nature, and a practical application of material taught in a classroom and is similar to what would be given in a vocational school or academic educational institution;
c. I am not guaranteed employment with Facility following completion of the training period;
d. All training provided by Facility is for my benefit, and not the benefit of Facility. Although the externship opportunity may include direct, hands-on training opportunities for me, Facility receives no immediate economic advantage from my activities and, on occasion, Facility's operations may be impeded by my presence or work;
e. If I am currently employed by Facility in another position, the clinical learning experience will take place outside of my regular working hours, none of the educational experience activities will be directly related to my current job, I will not perform any

productive work during the educational experience or displace workers, I will work only under close supervision of a Facility employee or physician, and for anything outside the educational experience, I will clock-in so I will receive pay for services I provide as an employee.

5. I authorize all necessary exchanges of information between Facility and District related to me and my participation in the educational experience.

6. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my educational experience.

7. I agree to act only within the scope of my educational experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Facility supervisor.

8. I have been appropriately immunized as required under the Master Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the educational experience and further agree to make the results of any such additional examinations available to Facility upon request.

9. I understand that Facility and District may make emergency care available to me during the term of my educational experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by Facility and District, including any emergency care.

10. I understand and agree that Facility and District retain the right to remove me from the grounds of the facilities at any time, if Facility and District deems such removal to be in the best interests of Facility and its patients and District students.

11. I agree to release Facility and District from any liability for the loss of or damage to my personal property while on Facility property. I agree to be liable for and indemnify Facility and District for any claims made against Facility and District which are based solely on any of my activities. By signing this Student Responsibilities Acknowledgement, I, and my parent or guardian if applicable, acknowledge that I understand the risks of participating in the educational experience and hereby release Facility and District, its administration, Board of Trustees, employees and agents from any and all liability from my participating in the educational experience. I agree that this Student Responsibilities Acknowledgement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

_____

Signature Date

_____

Printed Name Program

PARENT/GUARDIAN (If student is a minor): I hereby agree to the above terms on behalf of the

above-named student.

Signature Date

Printed Name Program

## Schedule C

## Payment Terms

None