

Appendix I EMMC Sales Representative Code of Conduct Agreement

I, _____, representing _____, agree to adhere to all provisions of the EMMC policy entitled *Policy for Sales Representatives*. I have been given a copy of the EMMC Policy for Sales Representatives and the opportunity to ask questions and seek clarifications on specific provisions of the policy.

I acknowledge that violation of any provisions of the aforementioned policy, policies on professional samples, or the Solicitation Policy of EMMC or of this agreement will result in receipt of a written warning from either the Director of Materials Management or Pharmacy Services. My immediate supervisor will also receive a copy of the written warning letter. A second violation will result in a one-year revocation of privileges at EMMC. The Security Department will also be notified of the revocation of privileges.

It is the policy of EMMC that the business operations, activities, and personal information of the Medical Center, its medical staff, and employees are kept confidential. If, during the course of my doing business with the Medical Center, its employees and physicians, I acquire confidential or proprietary information about EMMC, or its medical staff or employees, I will handle such information in strict confidence and not discuss it with others beyond what shared knowledge is needed to carry out the business operations and clinical services of the Medical Center. I will not use or disclose patient information except as permitted by the attached Business Associate Addendum.

I also understand that failure to comply with institutional policies that relate to confidentiality will result in adverse action.

Upon the request of the Medical Center, I will provide documentation from my represented company, which demonstrates competency to perform or participate in the use of a device, supply, or medication, as well as training in life safety.

My employer's signature below certifies that my employer has documentation proving that I am in compliance with annual Tuberculosis (TB) screening and immunization requirements. My employer must have proof of 2 step PPD testing for tuberculosis. If I am known to be previous positive reactors to PPD I must have documentation of a chest x-ray following TB conversion. My employer will provide annual screening for symptoms of active disease. If I was born after 1956, I must also provide my employer with proof of immunity (official immunization records or a positive serum_titer to measles (2 doses), mumps (1 dose) and rubella (1 dose). I must have proof of immunity to varicella. A self report of having had varicella is adequate proof of immunity. If I do not have history of varicella I must show proof of immunity by vaccination or positive tita. If there is an outbreak of Measles, Mumps, Rubella, Varicella, I will not be allowed at any Medical Center Campus without proof of immunity.

I understand that I must be in compliance with the above immunization requirements and initial TB screening to be on EMMC premises in a business capacity. Upon request of EMMC's Department Head Employee Health Service or designee, I will supply proof of compliance with the above cited regulations within 5 business days, or else I understand I will not be permitted on EMMC property in a business capacity until cleared by EMMC, Department Head Employee Health Service or designee.

If I am not immune to, and am unable to receive a vaccine for, Rubella, Rubeola, Mumps, Varicella, I must

have a signed declination on file with my employer. EMMC reserves the right to limit a Vendor's or Sales Representative's access to designated departments and/or patient populations.

Signature of Representative

Date

Printed Name of Representative

Date

BUSINESS ASSOCIATE ADDENDUM

The Vendor acknowledges that, in receiving, storing, processing or otherwise dealing with any identifiable healthcare information (the Information), the Vendor is fully bound by the confidentiality provisions of the Maine health information act (22 MRSA 1711-C) and Health Insurance Portability and Accountability Act of 1996, the Rights of Recipients of Mental Health Services of the State of Maine (collectively the "Regulations").

The Vendor, its agents and employees will use or disclose the Information solely for the purpose of carrying out the Vendor's sales activities at EMMC, or for the Vendor's own proper management and administration, or as otherwise authorized in writing by EMMC, or as required by law.

Any disclosure by the Vendor of the Information to another person or entity, including the Vendor's own work force, is subject to the further requirement that such person or entity give the Vendor written assurances concerning use and disclosure of the Information similar to those set forth in this Addendum.

The Vendor will notify EMMC in writing within five (5) business days if it becomes aware of any use or disclosure by its agents, employees or subcontractors in violation of this Addendum.

In the event of any breach or violation of this Addendum by the Vendor, its agents, employees or subcontractors, the Vendor will take all reasonable steps as soon as may be practicable to cure the breach or end the violation. If such breach has not been cured or violation ended to the satisfaction of EMMC within ten (10) days, or if such steps are unsuccessful, then EMMC may terminate the Vendor and/or report the problem to the Secretary of the US Department of Health and Human Services.

The Vendor will use appropriate safeguards to prevent use or disclosure of the Information other than as provided for in this Addendum as more specifically provided in EMMC's Information Systems policy 11.012.

The Vendor will make its internal practices, books and records relating to the use and disclosure of the Information, and any other information created or received by the Vendor on behalf of EMMC, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining EMMC's compliance with the Regulations.

The Vendor will, to the extent feasible, promptly return to EMMC or destroy so much of the Information, and any other information created or received by the Vendor on behalf of EMMC, as the Vendor still maintains in any form, including any copies; and, if not feasible, continue to comply with this Addendum and limit further uses and disclosure to those purposes that make return or destruction infeasible.

Signature of Representative

Date

Printed Name of Representative

Date