**SCOPE:**
This policy applies to all Company affiliates, including facilities, Divisions, Company business units and all Corporate Departments.

**PURPOSE:**
This policy sets forth the requirements for Information Security Agreements (each an “ISA”), which are designed to standardize protection of the Company against security risks presented by all Counterparties that have access to the Company Network, Infrastructure, and/or Data. In addition to standardizing protection against security risks, ISAs also help ensure ownership of Data and contractual protection against breaches or misuse of Data caused by Counterparties with access to Data. Except as expressly provided in Section 5 (Exceptions) of this policy, all Counterparties that have access to the Company Network, Infrastructure, and/or Data are subject to this policy. This policy does not apply to information that is publicly available, nor does it apply to internal access among Company employees and/or Company entities.

**POLICY:**

1. This policy applies to all Counterparties, each of which are required to sign an ISA, prior to being permitted to (a) connect to, and/or have access to Data, Network or Infrastructure, (b) provide the Company with Products or Services over a public computer network (Internet hosted services or cloud solution providers), or (c) store, process, transmit, or otherwise be permitted any access to Data. The ISA requires certain security controls to be in place in order to protect Network, Infrastructure, and/or Data. Any exceptions to the ISA requirements will be determined by Information Protection & Security (“IPS”), and/or in accordance with applicable Policy (e.g., the Information Security Risk Acceptance and Accountability Policy, IP.SEC.009). ISAs are required in addition to any other agreements, whether required by law, the Company policy, or otherwise (e.g., Master Services Agreements, Business Associate Agreements, Data Protection Agreements, Data Use Agreements, etc.). This policy applies to new requests and renewals of existing contracts occurring on or after the effective date that include the requirement of an ISA.

2. When Master Agreements are renewed, IPS may require execution of an updated ISA.

3. Any suggested revisions to the ISA by Counterparties must be reviewed and approved by:
   a. HCA Technology Law Group (or delegated outside counsel); and
   b. For Corporate departments, IPS; for US Divisions, the Director of Information Security Assurance (DISA) (in conjunction with IPS); or, for the UK Division, the Information Governance & Security group.

4. The ISA must be signed by both parties before (a) any services, purchasing, managed care, participation, or other agreement and/or ordering document may be signed, (b) any Products or Services are paid for, (c) any Products and/or Services are provided to the Company, and (d) any Data is provided to or otherwise accessible by the Counterparty.
**DEPARTMENT:** Information Protection and Security  
**POLICY DESCRIPTION:** Information Security – Vendor Information Security Agreement

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<td>EFFECTIVE DATE: September 1, 2020</td>
<td>REFERENCE NUMBER: IP.SEC.008 (formerly IS.SEC.008)</td>
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5. **Exceptions.** The following are excepted from this Policy:
   a. Oral communications or limited sharing of individual Data elements in the ordinary course of business;
   b. Accreditation organizations (e.g., The Joint Commission, American College of Surgeons, Society of Thoracic Surgeons, Society of Cardiovascular Patient Care, College of American Pathologists, American Academy of Sleep Medicine, Accreditation Council for Graduate Medical Education);
   c. Registries (e.g., Cancer Registry, Death Registry, Medical Device Registries);
   d. Government reporting requirements (e.g., federal, state);
   e. Healthcare providers (e.g., non-employed physicians) who are accessing Data to provide patient care to the Company’s patients. For clarity, this Policy applies to any healthcare provider who also provides Products and/or Services beyond or in addition to direct patient care that result in access to the Company Network, Infrastructure, and/or Data;
   f. Covered Entities and their Business Associates to the extent that access to Network, Infrastructure, and/or Data is limited solely to claims reimbursement. For purposes of clarification, Covered Entities and/or their Business Associates with access to Network, Infrastructure, and/or Data for any reason other than claims reimbursement will not be exempt from this policy;
   g. For the UK Division, governmental embassies to the extent that such governmental embassies’ access to Data is limited solely to patient referrals and payment for hospital and provider services;
   h. Parties receiving Data pursuant to a HIPAA-compliant authorization; and
   i. Any Counterparties, who IPS determines, following IPS assessment, are not required to sign an ISA.

**PROCEDURES:**

1. **Enterprise ISAs.** Corporate ITG Contracts Department and IPS process and maintain all enterprise ISAs.

2. **Division / Facility ISAs.** Divisions and facilities may contract with Counterparties for certain Division-level or facility-level ISAs.
   a. Divisions and facilities must utilize the ISA templates maintained by IPS and available on the Vendor Security Assurance Atlas Connect site.
   b. If a Counterparty is engaged at two or more Divisions, the ISA should be an enterprise ISA and negotiated and executed in accordance with Section 1 immediately above.
   c. For Division (US or UK) and facility ISAs, any change to Attachment B (technical terms) must be reviewed and negotiated by IPS personnel at the US Division or facility level, and the ITG UK Information Governance group at the UK Division level. Any change to Attachment A (legal terms) or Attachment C (definitions) must be reviewed and finalized by HCA Technology Law Group (or delegated outside counsel) before the ISA may be signed.
3. **Payer ISAs.** Corporate ITG Contracts Department and IPS process and maintain all Payer ISAs, regardless of whether the Payer ISA is enterprise, Division (US), or facility level.

4. **Required Roles.** The following roles must be involved in the ISA negotiation process:
   a. IPS for Enterprise ISAs;
   b. The DISA or IPS for US Division ISAs;
   c. The DISA or FISO or IPS for US facility ISAs, at the discretion of the DISA;
   d. The Information Governance & Security group for UK Division ISAs;
   e. HCA Technology Law Group (or delegated outside counsel);
   f. HCA Payer Contracting and Alignment Legal Counsel for approval of the Payer ISA requests;
   g. Named business owner(s) or sponsor(s) impacted by purchase of vendor product or service or relationship with Counterparty; and
   h. Facility or Division authorized signatory (e.g., Facility CEO or CFO), as needed.

5. **Authorized Signatory.** The ISA must be signed by authorized signatories for each of the parties entering into the ISA (generally those entities listed on the first page of the ISA.).

6. **Precedence of Agreements/ Conflicts Provision Required in the Master Agreement.**
   The terms of any Master Agreement where an ISA is also required should provide a conflicts provision with respect to data security and confidentiality with an order of precedence as follows: first, the Business Associate Agreement and/or the Data Processing Agreement (which pertains to GDPR and/or applicable data protection law and any successors), as applicable; second, the ISA; third, the Master Agreement.

7. **Accompanying Statement of Work (SOW).** With the exception of Payer ISAs, the ISA negotiation process should not be initiated unless the business owner and/or sponsor is contemporaneously pursuing a statement of work or other purchasing document.

8. **Legal Entities.** The ISA must reflect the name of the actual legal entities that are entering into the contract. In most cases, these will be the same legal name that signed the Master Agreement.

**DEFINITIONS:**

1. “**Counterparty**” means any party that has access to the Network, Infrastructure, and/or Data of the Company and/or its Affiliates. Examples of Counterparties include, but are not limited to payers, such as managed care organizations or indemnity insurers, research partners, and all suppliers, including direct vendors, value-added resellers, and vendors indirectly providing products or services through value-added resellers.
2. “Data” means (a) all data and information the Company and/or its Affiliates provide to a party, made accessible by the Company and/or its Affiliates to a party, or to which a party has access or that a party (or such party’s Products or Services) retrieves or collects during the course of performance of a Master Agreement; (b) all archives, derivatives, summaries, abstracts, compilations, combinations with other information, modifications or manipulations of the foregoing data or information, aggregated information, de-identified information, data sets, subsets, and the like related to, or derived from such data or information; and (c) all reports generated by the Products and Services, or otherwise generated or provided by a third party relating to or in connection with the Product or Services.

3. “Infrastructure” means any information technology system, virtual or physical that the Company or its Affiliates own, control, lease, or rent, and that resides on or outside the Network. ITG Infrastructure includes infrastructure obtained from an IaaS provider and systems that are provided and located on the ITG Network as part of a Service.

4. “ISA” means an Information Security Agreement.

5. “Master Agreement” means any agreement between a Counterparty and the Company and/or any of its Affiliates for the purchase, lease, licensing, acquisition or servicing of a Product or provision of Services, regardless whether the Company has any payment obligations under the agreement.

6. “Network” means any non-public Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by the Company or its Affiliates.

7. “Payer ISA” means an information security agreement entered into with a managed care organization, indemnity insurer, or a related service provider, pursuant to payer contracting and alignment activities.

8. “Product” means any software, hardware, operating system, computer equipment or product provided by a Counterparty to the Company and/or its Affiliates, including, without limitation, any new version, replacement version, patch, error correction, new release, or security patches.

9. “Service” means any service provided by a Counterparty (or its contractor, independent contractor, officer, director, employee, consultant or other representative of such party, whether under oral or written agreement, whether an individual or entity as well as any application, tool, script, process or other similar application used by such party or any of the foregoing) to the Company and/or its Affiliates, including but not limited to, SaaS (Software as a Service), maintenance and support service, program development service, consulting service, outsourcing service, hotline or telephone assistance, or other professional service.
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REFERENCES:
1. Information Security Agreement – Atlas Connect site
2. Information Security Risk Acceptance and Accountability Policy, IP.SEC.009
3. Information Protection – Release of Company Data to External Entities, IP.GEN.004
4. ITG Contracts Atlas Connect page
5. Business Associate Agreement Atlas Connect page
6. ITG Finance & Administration Atlas Connect page