



Observer/Student Confidentiality Agreement

This Agreement (the "Agreement") is effective _____ day of _____, 20____,

Between _____ facility") and _____ (Observer, Student),

to participate in clinical learning activities at facility. Observer agrees as follows:

Confidentiality Observer/Student acknowledges that as a result of the clinical learning activities, Observer/Student will have access to confidential information of the Facility, including patient health information. Observer/Student will hold confidential all patients and Facility information obtained as a participant in these activities and will not to disclose any personal, medical, related information, or any other confidential information to third parties, family members, or other Observers/s/Students and teachers, except as permitted in this Agreement or as required by law. Observer/Student is committed to protecting and safeguarding from any oral and written disclosure all confidential patient and Facility information that Observer/Students comes in contact with. Observer/Student shall not copy surgery schedules, patient medical records, or other Facility information. Except as permitted or required by this Agreement or by law, Observer/Student will not use or disclose patient information in a manner that would violate the laws of New York State or the requirements of any federal law, including, for example, the Privacy and Security Standards contained in the Health Insurance Portability and Accountability Act of 1996 (45 CFR §§ 160 through 164). Observer/Student expressly agrees to comply with state and federal law in all respects, and to implement of all necessary safeguards to prevent such disclosure. Observer/Student acknowledges that any breach of confidentiality or misuse of information will result in termination of Observer's clinical activities at Facility, as well as the potential termination of the Facility's relationship with Observer's/Students school or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or the owner of the confidential information and accordingly, the patient or owner of such information may seek legal remedies against the Observer/Student.

Compliance with Policies and Rules While participating in clinical activities at Facility, Observer/Student will abide by all applicable Facility rules, policies, procedures and instructions, whether verbal or written, including the Bon Secours Health System Code of Conduct. Observer/Student shall review the Facility's Administrative Policy Manual which includes information regarding bloodborne pathogens, hazardous chemicals, TB prevention, fire safety, electrical safety, and emergency preparedness. Observer/Student will wear appropriate attire, including an identification badge identifying him/her as an Observer/Student, as requested by Facility.

Release and Professional Liability Insurance Observer/Student will hold harmless the Facility, its parents, officers, directors, employees, members, and any and all of their affiliates, subsidiaries, employees, agents and insurers (collectively "Facility"), from any and all liability of whatsoever nature and from injuries, sickness or other damages, physical as well as emotional, suffered by Observer/Student during participation in the clinical activities. Observer/Student acknowledges that Observer/Student is covered by Observer's/Student own (or school's) professional liability insurance coverage and agrees to furnish proof of such coverage to Facility.

Limitation Observer/Student understands that by signing this Agreement, Observer/Student is not guaranteed participation in any clinical activities at Facility. Eligibility of participation shall be determined exclusively by Facility, in its sole discretion.

Withdrawal of Observer/Student Facility may require the Observer/Student to immediately withdraw from the clinical activities in the event Facility determines, in it sole discretion, that Observer/Student conduct, demeanor or cooperation is unsatisfactory or that Observer has violated Facility policies or rules, including, but not limited to, breach of confidentiality.

Observer/Student Status Observer/Student understands that Observer/Student is not and will not be considered an employee of Facility or any of its subsidiaries or affiliates by virtue of Observer's/Student's participation in the clinical learning activities and shall not as a result of Observer's/Student's participation in the clinical activities, be entitled to compensation, remuneration or benefits of any kind.

Observer/Student Signature:	Date
Facility Representative:	Date