

Exp 12-31-19

CLEVELAND CLINIC CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement ("Agreement") is between The Cleveland Clinic Foundation, an Ohio nonprofit corporation, d/b/a Cleveland Clinic, with its principal place of business at 9500 Euclid Avenue, Cleveland, OH 44195 ("CCF") and The Board of Regents of the University System of Georgia by and on behalf of Georgia State University, a Georgia educational institution, located at 33 Gilmer Street SE, Atlanta, GA 30303 ("School").

CCF operates medical clinics and hospitals, together with associated laboratory, outpatient and research facilities dedicated to better care of the sick, further study of their problems and more teaching of those who serve. School is a duly accredited educational institution that offers a program in Nutrition ("Program"), which requires a clinical rotation.

For purposes of this Agreement, "CCF" includes The Cleveland Clinic Foundation's main campus and all of its family health centers, ambulatory surgery centers, hospitals and other CCF-affiliated entities, all of which shall separately and collectively be referred to, hereinafter, as the "Clinical Site(s)" or "CCF".

For purposes of this Agreement, "School" includes all of its campuses.

School and CCF desire to make available better health care services to patients, advance health science education, and aid in meeting the ever increasing demand for trained health care professionals.

Each Clinical Site, in the course of its operations, can provide an educational environment within its clinical facilities, which would be beneficial to students pursuing a health science career program of study (the "Students"), and which would further Clinical Sites' mission to provide clinical educational opportunities and quality health care to citizens of the region.

In consideration of the mutual covenants and promises herein contained, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1) Training Program.

- a. CCF and School hereby agree to conduct a program of clinical training and instruction for the Students in the clinical Program (the "Training Program").
- b. School and CCF will appoint designated representatives to be responsible for the Training Program and the terms of this Agreement. School shall appoint a clinical coordinator and CCF shall appoint a clinical supervisor at each site. Each party shall supply the other party with the name of this person along with the person's professional and academic credentials for approval of the other party. Each party shall notify the other in writing within thirty (30) days of any changes in the person appointed.
- c. Prior to any Student arriving at CCF facilities, the parties will develop a mutually acceptable written description of the purpose and goals of the Training Program.
- d. Clinical Site has no obligation to accept any Students pursuant to this Agreement, whether or not the School has complied with the obligations set forth below. The acceptance of Students shall be at Clinical Site's discretion.
- e. If applicable, unique aspects of the Training Program are set forth in Exhibit A, which is attached hereto and incorporated herein. In the event of a conflict between the terms of this

Agreement and the terms of Exhibit A, the terms of Exhibit A shall govern.

2) School's Obligations.

- a. Collaborate with CCF to implement a meaningful Training Program for the Students.
- b. If the parties agree that School faculty, hereinafter referred to as "On-Site Faculty", will be utilized to train Students at the Clinical Sites, the School shall identify the On-Site Faculty members and provide their respective qualifications no later than thirty (30) days prior to the commencement of the Training Program. On-Site Faculty, in communication and coordination with CCF staff, will oversee the experience and activities of Students during the Training Program. School acknowledges that On-Site Faculty will have the same obligations as the Students with respect to this Agreement.
- c. Provide CCF with the learning outcomes, assessment methods and educational behavioral objectives for the clinical training.
- d. Validate each Student's qualifications to include the appropriate degrees, competencies, and legal authority to engage in the clinical training in the State of Ohio, if applicable, as well as successful completion of appropriate course work.
- e. Attest and maintain documentation proving that all Students have furnished proof of: a negative Tuberculosis skin test (using the standard two-step Mantoux test) or QuantiFERON®-TB Gold test within twelve (12) months before starting a rotation with appropriate follow-up for positive tests. School acknowledges that Tuberculosis tests (one-step Mantoux or QuantiFERON®-TB Gold test) must be done annually, with not more than twelve (12) months between tests and shall ensure that Students' Tuberculosis tests are current at all times during Students' training at CCF. In addition, School must attest that Students have appropriate immunizations for mumps, measles (Rubeola), German measles (Rubella) and chicken pox (varicella), Tdap (tetanus, diphtheria, pertussis) booster within the last ten (10) years and proof of hepatitis B immunization/immunity or signed waiver assuming the risk of exposure; and any future tests or immunizations required by CCF, which shall be communicated to School, and a health status that qualifies them to work directly with patients. If Student rotations occur during the flu season (November 1st through March 31st), School must attest that Students have received the influenza (flu) vaccine. CCF will consider exemption requests for CCF caregivers who have received an exemption as part of their employment. School shall make such documentation available to CCF within twenty-four (24) hours upon request.
- f. Attest that each Student that School sends to a Clinical Site has a negative fingerprint background check. (CCF shall accept an Ohio BCI&I fingerprint background check for a Student who has been an Ohio resident in the last five (5) years. If a Student has not been a resident of Ohio during the past five (5) years, the Student must have a negative FBI fingerprint background check.) CCF shall not be responsible for the cost of a Student's criminal background check. School shall maintain such documentation in the Student's file. School will only send Students having no criminal history to CCF and will provide verification of negative background check to CCF clinical supervisor or designated representative. Students with positive background checks will be asked by CCF to complete a Background Information Release form (Exhibit B) and their record will be reviewed by CCF to determine clinical eligibility. The School will not participate in this process.
- g. Instruct each Student of his/her responsibility to maintain patient confidentiality pursuant to

the federal Health Insurance Portability and Accountability Act of 1996, as amended, as well as its implementing regulations (collectively referred to as "HIPAA") in both written and verbal communication with other students, instructors, with any other individuals, in clinical rounds or in class discussion, as well as in any published materials.

- h. Instruct each Student, that as a condition of his/her participation, prior to reporting to the assigned area of the Clinical Site, he/she must make arrangements with the Clinical Site to complete any training required by the Clinical Site.
- i. Maintain the Program according to established standards of the appropriate accrediting agency. The final responsibility for the education of the Students lies with School.
- j. Upon request, and at a mutually convenient time, the School, or the relevant accrediting body may inspect the clinical facilities at the Clinical Site which are directly related to the Students' clinical experience and training.
- k. Provide or ensure that Students obtain and maintain during the Training Program professional liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- l. Provide and maintain a policy of general liability (including contractual liability) insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate to insure the School and its employees.
- m. School shall provide (and ensure Students provide, if applicable) to CCF certificates of such insurance with respect to all insurance coverages required herein prior to the date this Agreement incepts, and within ten (10) days of renewal of said insurance policies. School shall cause and ensure Students cause each insurance company to notify CCF at least thirty (30) days before cancellation or adverse material change of any such insurance policies. All such insurance policies shall be in a form reasonably satisfactory to CCF and issued by companies with an A.M. Best rating of A- VII.
- n. Ensure and maintain documentation that each Student has successfully completed the appropriate cardiopulmonary resuscitation training, if required by the specific program in which the Student will be training.
- o. Notify Students that prior to and as a condition of their participation in the Training Program, Students must electronically sign a confidentiality agreement and waiver form attached as Exhibit C. The Student will be asked to sign the electronic version of the form while being onboarded into the health system. CCF may revise the confidentiality agreement and waiver upon notice to School.

School must have evidence that each Student satisfies all of the above requirements. Such evidence must be made available to CCF within twenty-four (24) hours of CCF's request.

- p. Inform Students that:
 - l. CCF is committed to providing a drug-free work environment. Accordingly, CCF will not tolerate the unlawful or unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around CCF property. Further, School shall inform Students that CCF maintains a smoke-free

environment at its facilities and that smoking is prohibited at Clinical Sites.

2. All Students must be onboarded and vetted through Cleveland Clinic's electronic onboarding system before beginning their clinical experiences. As part of the onboarding process, Students must complete Cleveland Clinic's Center for Online Medical Education and Training (COMET) online education modules on topics which include Basic Stroke Competency, Code of Conduct, Diversity and Inclusion, Emergency Management, HIPAA and Information Security, HIPAA Overview, Introduction to Environment of Care, Patient Safety, Preventing Occupational Exposure to Bloodborne Pathogens, Preventing Occupational Exposure to TB, Safety Event Reporting System (SERS), Vulnerable Populations and any additional modules deemed necessary to comply with federal and Joint Commission standards. Students will be responsible for the modules identified above as well as any future training requirements mandated by federal or Cleveland Clinic-specific programming. Students will be held accountable for the content found in each module.
3. Students must abide by the applicable policies, procedures, rules and regulations of CCF and the Clinical Site at which they may be training and follow all directives of its staff.
4. Students are not considered employees, trainees or agents of CCF for any purpose and they shall not be entitled to any salary or employment-based benefits.
5. Students are responsible for transportation costs to and from the Clinical Site.
6. Students at a Clinical Site shall wear the appropriate regulation student uniform and identification badge as required by the Clinical Site.
7. Students assume the risk of exposure to patients who may carry a contagious or infectious disease. In the event any Student is exposed to blood from a patient who is a carrier of a contagious or infectious disease or a patient who is, in the judgment of the Clinical Site, at risk of being a carrier of a contagious or infectious disease, the Clinical Site will, with the consent of the Student, either refer the Student to an Emergency Room or administer immediate precautionary treatment consistent with current medical practice. Initial screening tests or prophylactic medical treatment shall be billed to the Student's own medical insurance. The Clinical Site shall have no responsibility for any further diagnosis, medication or treatment.
8. Students are expected to have medical insurance. School and the Clinical Site are not responsible for medical expenses related to disease or injury incurred during the Training Program. The Student is responsible for any medical expenses incurred during training at the Clinical Sites that are not covered by Student's medical insurance.
- q. CCF may terminate the participation of a Student in a Training Program at CCF if the Student's work, conduct or health may have a detrimental effect on CCF's patients, staff or operations. A Student generally will not be removed from a clinical experience until CCF has discussed its concerns with a representative of the School. However, CCF reserves the right to take immediate action to suspend a Student's participation in response to their lack of professionalism, concerns of patient care or the safety and respect of its staff.

3) CCF's Obligations.

- a. Collaborate with School to implement a meaningful Training Program for the Students.
 - b. Supervise Students while they are on-site participating in the Training Program, unless the parties have determined that School will be providing On-Site Faculty to supervise the clinical training of the Students.
 - c. Retain responsibility for patient care. Students will be trainees and will not replace members of the Clinical Site staff. Students will not give service to patients at the Clinical Site apart from that rendered as part of the Training Program and will follow all directives of Clinical Site staff in regard to patient care.
 - d. Provide the Students while they are on-site participating in the Training Program with the same emergency medical care or minor medical treatment as that extended to employees of CCF in case of injury or illness while on duty. Students are financially responsible for and will be billed for such services that are not covered by Students' medical insurance.
 - e. Clinical Site will provide an adequate orientation for Students.
 - f. Clinical Site will provide safe physical facilities and environment needed for clinical instruction of the Students, within the reasonable capacity of the Clinical Site, subject to its primary responsibility to care for patients. Direct contact between Students and patients shall be subject to approval of the Clinical Site.
 - g. For any Student assigned to a qualified preceptor, clinical supervisor, or other professional at a Clinical Site, upon completion of that Student's clinical experience and training at the Clinical Site, the Clinical Site will ensure that a written performance evaluation is completed for each Student in the form and within the reasonable time limits specified by the School.
 - h. Maintain general liability and professional liability insurance in the amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate to insure CCF and its employees through its program of self-insurance.
 - i. Clinical Site will allow Students to use Clinical Site conference rooms and comfort facilities such as the cafeteria, lounges and rest rooms, and to provide, on an "as available" basis, lockers and, at a Student's expense, parking at assigned parking areas.
- 4) Term and Termination. This Agreement is effective as of the 1st day of January, 2019 and unless terminated earlier as set forth below, will continue for one (1) year until the 31st day of December, 2019. Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party; provided, however, that subject to Sections 2(q), 5(b), 5(c), and 5(f), the parties will use their best efforts to ensure that any Students then participating in a Training Program are able to complete the Training Program. In such event, all applicable provisions of this Agreement shall remain in force during the extension period from the effective date of termination, until the end of the Training Program in which the affected Students are enrolled.
- 5) Miscellaneous.
- a. Non-Discrimination. Each party agrees not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability, status as a veteran, or any other protected class.

- b. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.
- c. Compliance with Federal Programs. Each party hereby represents and warrants the following:
- 1) That it, its employees, and Students have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal health care programs (collectively "Debarment" or "Debarred", as applicable). Each party shall provide the other with immediate notice if it (i) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement, or (ii) becomes Debarred. Upon receipt of such notice by either party, this Agreement shall automatically terminate without further action.
 - 2) That it, its employees, and Students shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by the party to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services - Office of Inspector General List of Excluded Individuals / Entities (LEIE) (<http://exclusions.oig.hhs.gov>), which internet site may be revised from time to time by the U.S. government.
 - 3) That it, its employees, and Students will act in compliance with all laws and regulations (including without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of this Agreement. Further, each party agrees to timely notify the other party in the event that it has identified or suspects potential violations associated with its performance under this Agreement, and the nature of such potential violation, to enable the other party to take prompt corrective action. Each party shall have the right to automatically terminate this Agreement in the event that the other fails to comply with this provision.
- d. Compliance with HIPAA. School shall direct its Students to comply with the policies and procedures of CCF, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining their role in relation to the use and disclosure of CCF's protected health information, such Students are defined as members of the CCF's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered to be employees of the CCF. In addition, School agrees that a Student's breach of CCF's policies concerning confidentiality may be grounds for Student discipline by School, including dismissal from Program and/or removal from CCF.
- e. Confidentiality. School acknowledges that, in the course of the performance of this Agreement, it and its Students and On-Site Faculty may learn certain confidential and proprietary information about CCF's business, and/or patient care operations ("Confidential Information"). School agrees that it and its Students and On-Site Faculty will keep all such

information strictly confidential; that they will not use it for any other purpose other than to perform their obligations hereunder.

- f. Force Majeure. In the event Students are unable to complete the Training Program at CCF due to causes beyond the control of CCF, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond CCF's reasonable control; CCF and School shall assist the affected Students in finding an alternate site to complete their required clinical training.
- g. FERPA. Each party acknowledges that information (if any) received from the School regarding Students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent.
- h. Tax-Exempt Status. The parties recognize that CCF is a non-profit, tax-exempt organization and agree that this contract will take into account and be consistent with CCF's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of CCF and/or any of its exempt affiliates, then CCF will have the right to terminate this Agreement immediately.
- i. Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. School may refer to the affiliation with CCF in the School catalog and in other public information materials regarding the relevant School Programs. CCF reserves the right to review and request modification of the School's reference to CCF as necessary. CCF may refer to the affiliation with the School in its brochures and other public information materials having to do with clinical education Programs.
- j. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Clinical Sites and the School.
- k. Independent Contractors. Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a training relationship and that the agents or employees of each respective party are not employees or agents of the other party.
- l. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.
- m. Waiver. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.
- n. Assignment. Neither party may assign this Agreement or any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision is null and void.
- o. Notice. Any notice or other communication required or permitted under this Agreement shall

be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service to the address set forth below or such other address as the parties may specify in writing, and will be deemed given as of the date it is received by the receiving party.

If to CCF/Clinical Site: The Cleveland Clinic Foundation
Center for Health Sciences Education
9500 Euclid Avenue, NA31
Cleveland, OH 44195
Attention: Director, Health Sciences Education

With a copy to: The Cleveland Clinic Foundation
3050 Science Park Drive, AC321
Beachwood, OH 44122
Attention: Law Department

If to School: Georgia State University
33 Gilmer Street NE
Atlanta, GA 30303
Attention: Jessica Davette Todd

- p. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- q. RESERVED
- r. Entire Agreement. This Agreement, and the attached Exhibits, which are hereby incorporated into this Agreement by reference, shall constitute the entire agreement and understanding between CCF and School as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.
- s. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. Any signature delivered by a party by facsimile or made or delivered electronically shall be deemed to be an original signature hereto.

[SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names.

THE CLEVELAND CLINIC FOUNDATION
d/b/a Cleveland Clinic

GEORGIA STATE UNIVERSITY

By: Mari Knettle DPT, EdD

By: Risa Palm

Name: Mari Knettle, DPT, EdD

Name: Risa Palm, PhD

Title: Director, Center for Health Sciences
Education

Title: Senior VP for Academic Affairs and Provost

Date: 2/16/19

Date: 14 Feb., 2019

Exhibit A

Name of Program: _____

CCF Program Director: _____

School Program Director: _____

Clinical Sites: _____

Program-specific terms and conditions:

School shall reimburse CCF a one-time student onboarding fee for all new health science students onboarded into the health system. School shall pay CCF Fifty Dollars (\$50.00) for each new health science student training within the Cleveland Clinic Health System ("CCF"). At the end of each school semester, CCF will invoice School for student onboarding services. School will pay the invoice within sixty (60) days of receipt.

[Examples of unique conditions]:

- Reimbursement to be paid to CCF for clinical instruction
- Medical Technology; percentage of the tuition student pays to school, is paid to CCF
- Non-clinical program; that might not require some of the things unique to a clinical environment; OSHA, HIPAA, professional liability coverage, etc.
- Observation-only programs
- Grant-funded programs where students receive a stipend



BACKGROUND INFORMATION RELEASE FORM

I hereby authorize the Cleveland Clinic to contact any law enforcement agency and/or other governmental agency who may aid the Cleveland Clinic in determining suitability for employment (or student placement). I release those individuals and or organizations contacted from all liability whatsoever for issuing the requested information. I am aware that the clearance process may include fingerprinting. I acknowledge that the Cleveland Clinic will conduct required searches of federal exclusionary lists to include the Office of Foreign Asset Control, General Services Administration, and Health and Human Services.

PLEASE READ CAREFULLY BEFORE SIGNING: Have you ever been convicted of, or pled guilty to, any felonies? YES NO

If you have answered yes, please explain:

I hereby provide the following information so that background checks may be initiated for verification. I am aware that issuance of a Cleveland Clinic ID Badge does not guarantee final placement as an employee.

Are you being considered for: FT/PT CC Employment PRN/Temp CC Employment Volunteer Student Vendor/Contractor

Employer/School: _____

Program: _____

Print Full Name: _____

Any Other Legally Known Name: _____

Employee Number (to be assigned by the ID Badge department): _____

Social Security Number: _____

Date of Birth: _____

Address: _____

City, State, Zip: _____

Prior Address: _____

Visa / Passport Number (if applicable): _____

Other Information:

Applicant's Signature: _____ Date: _____

Hospital Name _____

Name of Cleveland Clinic Contact (Clinical Instructor/Preceptor): _____

Telephone # _____

Exhibit C



STUDENT OR ON-SITE FACULTY WAIVER

Clinical training in a health care setting assumes certain risks, including the possibility of exposure to an infectious disease, injury from equipment or medical materials, and illness or injury to oneself, employees, patients or visitors. I understand that The Cleveland Clinic Foundation, d/b/a Cleveland Clinic and its member hospitals and their affiliates (the "Clinical Site(s)") do not provide any accident, malpractice, health, medical, or workers' compensation insurance coverage for any illness or injury I may acquire or cause at a Clinical Site. I acknowledge and as consideration for the opportunity to participate in clinical training at Clinical Sites, I hereby waive, for myself or any heirs and/or assigns, any and all claims which I might have against the Clinical Site, or its agents or representatives, in any way resulting from personal injuries, illness, or property damage sustained by me and arising out of my participation in the Training Program at the Clinical Site, except for claims arising out of the gross negligence or reckless or willful misconduct of the Clinical Sites or their employees.

In the event I am exposed to blood or other bodily fluids from a patient who is a carrier of a contagious or infectious disease or a patient who is, in the judgment of the Clinical Site, at risk of carrying a contagious or infectious disease, Clinical Site shall, with my consent, either administer immediate precautionary treatment consistent with current medical practice or refer me to an Emergency Room. I shall pay for the initial screening tests or prophylactic medical treatments. Clinical Site shall have no responsibility for any further diagnosis, medication or treatment and I acknowledge and assume the risk of working with patients at risk of carrying a contagious or infectious disease, except for the risk of gross negligence or willful or reckless misconduct on the part of Clinical Site, its trustees, officers, agents, and employees.

CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT

It is understood that during the course of my participation in the Training Program at Clinical Site, I may obtain confidential information about or from Clinical Site ("Confidential Information"), as well as Protected Health Information ("PHI") as defined below. Confidential Information includes, but is not limited to, financial or proprietary data about Clinical Site, information about Clinical Sites' business and employees, patient information, methods of operating, development plans, programs, documentation, techniques, trade secrets, systems, know-how, policy statements, access to proprietary software applications and databases, and other confidential data. The information may be in the form of verbal, visual, written, or computerized data. I agree to maintain in strict confidence all Confidential Information and will not disclose Confidential Information (including, but not limited to, PHI) to anyone, including my family and friends, under any circumstances, unless I am required by law, or I have Clinical Site's prior written consent. I will not make copies of Confidential Information. Prior to discussion of or writing about any Clinical Site patient in an academic context relative to my program of study, all individually identifiable information will be removed or the PHI will be de-identified in compliance with the requirements of the Federal Health Insurance Portability and Accountability Act of 1996, as amended time to time, ("HIPAA").

I agree to maintain patient confidentiality in both written and verbal communication with other students, instructors, any other individuals, in clinical rounds or class discussion, as well as in any published materials. I understand that patient confidentiality is of such great importance that PHI is NEVER to be shared with anyone even if it is years after I participate in the Training Program.

Under HIPAA, PHI is defined as individually identifiable health information, which is health information created, received or used by Clinical Site relating to (a) the past, present or future physical or mental health or condition of a patient, (b) the provision of health care to a patient; or (c) past, present or future payment for the provision of healthcare to a patient. PHI contains identifiers that identify a patient or for which there is a reasonable basis to believe the information can be used to identify a patient. Examples of individual identifiers include, but are not limited to, patient name, complete addresses, social security number, date of birth, medical record number and dates of treatment. PHI may include any or all of these individual identifiers coupled with a patient's health information, examples of which are a social security number and diagnosis, date of birth and past medical history, or dates of treatment and symptoms present at the time of treatment. PHI may be accessed only by those individuals who, within the scope of their employment or training responsibilities have a legitimate need for such information for purposes of patient care, research, education or administrative uses. I agree that any breach of the Agreement may cause Clinical Site substantial and irreparable damages and, therefore, in the event of any such breach, CCF shall have the right to seek specific performance and other injunctive and equitable relief without the need to post bond.

The acquisition, release, discussion or other use of Confidential Information for purposes other than to conduct normal authorized business activities during my training at Clinical Site is strictly prohibited. Violation of confidentiality is a very sensitive matter and will be considered grounds for removal from the Training Program, any related employment offer and/or consideration for future employment opportunities.

I understand and agree to my obligations as stated in this signed waiver and statement and that this document shall remain in effect for the duration of my student clinical rotations (or faculty duties) at the Clinical Sites, and that the waiver and obligations of confidentiality and non-disclosure shall remain in effect indefinitely.

Signed: _____

Date: _____

[Printed Name of Student or On-Site Faculty]

School: _____