STUDENT TRAINING AGREEMENT (SURGICAL TECHNOLOGY)

THIS STUDENT TRAINING AGREEMENT ("Agreement"), effective as of June 1, 2011 ("Effective Date"), is executed by and between **Las Positas College** (hereafter "College"), and **Saint Francis Memorial Hospital**, a California nonprofit public benefit corporation ("Hospital").

RECITALS

- A. College furnishes various educational programs to its students, including a surgical technology program that may require actual clinical experience in an acute care setting in order to acquire technical skills (the "Internship Experience").
- B. Hospital owns and operates an acute care hospital facility located at 900 Hyde Street, San Francisco, CA 94109 which can provide actual clinical experience needed for the learning experience.
- C. College desires to assure broad clinical experience for students (referred to individually as "Student" or collectively as "Students").
- D. Hospital is willing to receive and accept Students of College for Internship Experiences, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. RESPONSIBILITIES OF COLLEGE

- 1.1 **Program Under Jurisdiction of College.** The parties agree that the Internship Experience conducted pursuant to this Agreement is College's education program and is not considered to be Hospital's program. Students participating in the Internship Experience shall be under the exclusive jurisdiction of College at all times during this Agreement's term. Notwithstanding the foregoing, the time, place and subject matter of all Student educational activities that take place pursuant to this Agreement shall be subject to the approval of Hospital. College assumes responsibility for requiring that Students observe the rules and regulations of Hospital and do not take actions that may prove detrimental to Hospital or its patients.
- 1.2 **Operational Responsibilities.** With respect to day to day operation of the Internship Experience, College shall:
- (a) Designate a faculty member ("Faculty Coordinator") and an alternate who shall be responsible for planning, development, coordination, implementation and supervision of the Internship Experience at Hospital, all in consultation with the Designated Representative of Hospital.
- (b) Plan the Internship Experience in Hospital, including programming and administration;

- (c) Maintain records and reports of Students' Internship Experiences for a period of not less than four (4) years;
- (d) Notify Hospital in advance of the planned Internship Experience, including Student's date of arrival, name, and program classification. This schedule shall be subject to Hospital's approval, which approval shall not be unreasonably withheld;
- (e) Maintain evidence of the insurance and/or self-insurance program participation required by the provisions of Paragraph 5 throughout the term of this Agreement. Unless such insurance provides coverage on an occurrence basis, such evidence shall be maintained for at least three (3) years following termination of this Agreement; and
- (f) As requested by Hospital, cooperate with Hospital to help ensure that Hospital meets or exceeds applicable standards promulgated by the Joint Commission.
- 1.3 **Responsibilities as Related to Students.** With respect to those Students that College wishes to assign to Hospital, College shall:
- (a) Use all reasonable efforts to require Students' compliance with Hospital's policies and procedures, rules and regulations, including preservation of confidentiality with respect to all confidential information acquired in the course of the Internship Experience;
- (b) Provide a copy of the performance objectives for the Internship Experience and appoint only those Students who College believes are prepared to meet the objectives;
- (c) Consult with Hospital's Designated Representative regarding the student evaluation process;
- (d) Encourage each Student participating in the clinical education program at Hospital to acquire comprehensive health and accident insurance that will provide continuous coverage of the Student's activities during his or her participation in the clinical portion of the Internship Experience;
- (e) Inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage;
- (f) Request each Student assigned for clinical experience at Hospital to satisfy the Student Responsibilities, as listed in **Exhibit A**, which is incorporated herein by this reference. College shall also request Students to sign the attached "Confidentiality Statement," which is attached as **Exhibit B** and incorporated herein by this reference. College shall advise Students that they must present signed copies of **Exhibits A** and **B** when they begin their Internship Experiences; and

- (g) Conduct a criminal background check to include as a minimum, a state and county criminal history investigation and a state sex offender search where the student resides prior to Student's participation in the Internship Experience. Any criminal history identified shall be reported to Hospital prior to Student's participation in the Internship Experience.
- 1.4 Cooperation and Coordination with Hospital. In order to assure the effectiveness of the Internship Experience, College and Hospital will work together in planning and implementing the Internship Experience and shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions. The parties shall confer to establish the time and place of education and the number of Students that will participate in the Internship Experience.
- 1.5 **Provisions Regarding Bloodborne Pathogens.** College certifies that it has trained each Student that College sends to Hospital in universal precautions and transmissions of bloodborne pathogens, and that it will send to Hospital only Students who have been trained in universal precautions. College has provided all Students with the opportunity to receive Hepatitis B vaccine (HBV) before assigning them to Hospital. Hospital will provide personal protection equipment that is appropriate for the tasks assigned to Students.
- 1.6 HIPAA Compliance. The parties agree to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder ("HIPAA") and privacy and security policies and procedures related to individually identifiable health information. Hospital agrees to provide each Student with function-specific, HIPAA-related education during the period when a Student is participating in an Internship Experience at Hospital. Hospital shall furnish such HIPAA education to the Student as part of Hospital's Student orientation programs. College, however, agrees that it shall furnish its own comprehensive HIPAA training for its Students prior to Students' placement at Hospital. College shall not permit its faculty members to enter Hospital's premises or access any of Hospital's protected health information.
- 1.7 **No Compensation.** The Internship Experience shall be conducted without payment by either party to the other party or to any Student participating in the Internship Experience.

2. **RESPONSIBILITIES OF HOSPITAL**

- 2.1 **Responsibility for Patient Care.** Hospital shall retain full responsibility for patient care and management of related services.
- 2.2 **Other Specific Responsibilities.** During the term of this Agreement, Hospital shall:
- (a) Designate a hospital employee ("Designated Representative") who shall consult with College Faculty Coordinator regarding the Internship Experience at Hospital. Hospital's Designated Representative is authorized to provide any approval

required by the terms of this Agreement, but shall not approve any amendment to or waiver of the terms of this Agreement;

- (b) Provide appropriate general patient care facilities for the Internship Experience, including classroom and conference room space when available. The presence of the Students shall not be allowed to interfere with the regular activities of Hospital;
- (c) Provide opportunities to Students to enable them to acquire clinical experience as required by Internship Experience, but only to the extent that the existing facilities and varying patient census of Hospital permit;
- (d) Permit designated Hospital personnel to instruct Students at Hospital; provided, however, that this shall not interfere with the service commitments of Hospital personnel;
- (e) Provide a reasonably safe area for storage of Students' personal belongings; provided, however, that Hospital does not assume responsibility for any personal belongings of Students;
- (f) Provide Students with any necessary emergency health care or first aid for accidents occurring at Hospital if, in Hospital's sole discretion, such emergency health care or first aid is appropriate under the circumstances. Student or College shall be responsible for paying Hospital charges for such care;
- (g) Provide the same cafeteria privileges to Students as are available to Hospital staff;
- (h) Permit the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of College;
- (i) Maintain evidence of the insurances and/or self-insurance program participation required by the provisions of Paragraph 5 throughout the term of this Agreement; and
 - (i) Maintain ongoing open communication with College.
- 2.3 **Education Primary Responsibility.** Hospital agrees that Students assigned to Hospital pursuant to this Agreement are assigned primarily for purposes of education and training, and at no time shall such Students replace Hospital personnel in the provision of patient care services.
- 2.4 **Student Access to Facilities.** Students' access to Hospital facilities shall be allowed by Hospital only to the extent that such access is necessary for the Internship Experience.

3. **RELATIONSHIP**

While participating in the Internship Experience, Students shall not be considered employees of Hospital. Hospital does not assume any liability under any law relating to workers' compensation for any act of any Student or faculty performing any duty, receiving or participating in any clinical experience and training, or traveling pursuant to this Agreement. Students participating in the Internship Experience shall not be entitled to any remuneration from Hospital for services performed during the Internship Experience.

4. SUSPENSION OR TERMINATION OF STUDENT

Notwithstanding anything in this Agreement to the contrary, Hospital may suspend the right of any Student to access the clinical portion of the Internship Experience at Hospital if, in the sole judgment and discretion of Hospital, the conduct or attitude of the Student threatens the health, safety, or welfare of any patient at Hospital or the confidentiality of any information relating to a patient. This action shall be taken by Hospital only on a temporary basis until Hospital has consulted with representatives of College. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the clinical portion of the Internship Experience at Hospital is vested in Hospital. The procedures referred to in this Paragraph are separate from any of College's procedures relating to the Student's continued participation in the Internship Experience at College.

5. INSURANCE AND INDEMNIFICATION

- 5.1 **Insurance.** College and Hospital shall purchase and maintain in full force and effect during the full term of this Agreement the following insurance or equivalent program of self–insurance:
- (a) Commercial or comprehensive general liability insurance with a combined single limit of each occurrence for bodily injury and property damage not less than Three Million Dollars (\$3,000,000). Such insurance shall include personal and advertising injury with an annual aggregate limit not less than One Million Dollars (\$1,000,000).
- (\$1,000,000) per occurrence and a general aggregate of Three Million Dollars (\$3,000,000). If such insurance is written on claims made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- (c) College shall either secure and maintain for each Student or ensure that each Student participating in the Internship Experience maintains professional liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Said Insurance shall be maintained in effect so long as the Student remains a participant in the Internship Experience.

- (d) Hospital and College shall each maintain Workers' Compensation insurance for their own employees as required under California law; such insurance shall include Employer's liability with a limit not less than One Million Dollars (\$1,000,000) per occurrence.
- (e) Such insurance shall be on an occurrence or claims made form. If such insurance is on a claims made form, all acts and omissions of each party and its subcontractors shall be, during the term of this Agreement, "continually covered" notwithstanding the term of the Agreement or the provisions of this Agreement allowing College to purchase claims made coverage. In order for the acts and omissions of College to be "continually covered," there must be insurance coverage for the entire period commencing with the Effective Date of this Agreement and ending on the date that is at a minimum three (3) years after the final termination date of this Agreement including any extensions or renewals thereof. Claims made coverage shall have a retroactive date at least concurrent with the Effective Date of this Agreement. If such claims made coverage is cancelled or terminated or not renewed for any reason, College shall purchase either a three-year Extended Reporting (tail) coverage applicable to all claims arising during the term of this Agreement including renewals and extensions thereof or nose coverage with a retroactive date at least concurrent with the Effective Date of this Agreement.
- (f) All required insurance shall be placed with an insurance company or companies licensed to do business in the states in which College and Hospital, (including any affiliates of either party) do business.
- (g) Hospital and College agree that such policies are primary insurance and shall not contribute to, or be in excess of, any other insurance or self-insurance available to the insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought;
- (h) Prior to the commencement of this Agreement, the parties will furnish to one another, certificates of insurance or other documents evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) day written notice to the other party.
- (i) The insurance requirements under this section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either party's obligations and requirements to maintain the coverage specified in this section.

5.2 **Indemnification.**

- (a) College. College shall defend, indemnify, and hold harmless Hospital and its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of any Student, or College, or its officers, employees or authorized agents.
- (b) **Hospital.** Hospital shall defend, indemnify, and hold harmless College and its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of Hospital or its officers, employees or authorized agents.

6. PROHIBITION AGAINST DISCRIMINATION

Hospital and College shall not discriminate against any person because of race, color, creed, disability, age, national origin, sex, marital status, or veteran's status in a manner prohibited by law.

7. TERM AND TERMINATION

7.1 **Term.** This Agreement, except as otherwise expressly provided, is effective as of the Effective Date, and shall terminate on May 31, 2014, unless terminated earlier under this Agreement's provisions.

7.2 **Termination**

- (a) Either party may terminate this Agreement for any reason by furnishing the other party with ninety (90) days prior written notice of such termination. Such termination shall not take effect with respect to Students already participating in an Internship Experience at Hospital until such Students have completed their Internship Experiences.
- (b) The provisions of Section 5 of this Agreement shall survive any termination of this Agreement.

8. **GENERAL PROVISIONS**

- 8.1 **Amendment.** This Agreement may only be amended by a writing signed by the authorized representatives of both parties.
- 8.2 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 8.3 **Ethical Policies And Practices.** College acknowledges that Hospital and any service or activity operated or sponsored by Hospital are governed by the Statement of Common Values, as adopted or amended by Catholic Healthcare West (the "Statement"), a copy of which is available to College upon request. Students and College shall perform the services contemplated by this Agreement in a manner consistent with the Statement. If compliance by the Students with the Statement conflicts with the policies, procedures or directives of College, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.
- 8.4 **Integrity Obligations**. While participating in the Internship Experience, Students shall be required to comply with Hospital's corporate integrity program and any corporate integrity agreements to the extent they apply to the acts or omissions of Students under this Agreement. College shall cooperate with Hospital corporate compliance audits, reviews and investigations which relate to College and/or any of the Services provided by Students under this Agreement. In addition, if requested to do so by Hospital, Students shall participate in corporate integrity-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate integrity program or any corporate integrity agreements.
- 8.5 **Standards of Conduct**. Students shall be required to review a copy of the Catholic Healthcare West Standards of Conduct ("Standards of Conduct") as part of the Hospital's orientation program. Students shall comply with the Standards of Conduct while participating in the Internship Experience.
- 8.6 **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by any of the above, this Agreement may be terminated by either party upon ten (10) day written notice to the other.

- 8.7 **Entire Agreement.** This Agreement and Exhibits attached hereto constitute the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 8.8 **No Third Party Beneficiary Rights.** This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the parties.
- 8.9 **Counterparts.** This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.
- 8.10 **Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which cases such notice shall be deemed given on the date of delivery), (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service), or (c) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the Untied States Postal Service). Notice shall be delivered or sent to the address as provided by a party from time to time pursuant to this Section.
- 8.11 **Severability of Terms.** If any provision of this Agreement is deemed invalid or unenforceable by a court of appropriate jurisdiction, the provision shall be deemed to be deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives:

	HOSPITAL: Saint Francis Memorial Hospital			
By:	Thomas Hennessy			
Its:	President/CEO			
Date:				
	LEGE: ositas College			
Ву:	Lorenzo Legaspi			
Its:	Vice Chancellor Business Services			
Data:				

[Students must present an originally signed copy of this Exhibit A to Hospital upon commencement of the clinical assignment at Hospital]

EXHIBIT A

STUDENT DECLARATION OF RESPONSIBILITIES

I,	, hereby state, represent and agree that:
(Student Name)	

- 1. I am over eighteen (18) years old.
- 2. I am a student enrolled at Las Positas College, and as such I am participating in College's clinical experience program (the "Internship Experience") at Saint Francis Memorial Hospital ("Hospital").
- 3. I agree to obtain a physical examination within six (6) months prior to entering into the Internship Experience at Hospital and to provide proof of the following: Tetanus-diphtheria (within the last ten years), mumps, measles, and rubella (if born after January 1, 1958), poliomyelitis (documented child vaccine series or inactivated vaccine), Hepatitis B series (or signed statement declining series), and any other immunization required by Hospital of its employees. In addition, I agree to provide proof of a negative PPD skin test or chest x-ray taken within the last six (6) months prior to participation in the Internship Experience. I shall provide documentation of compliance with this requirement to Hospital prior to beginning the Internship Experience.
- 4. I agree to conform to all applicable Hospital policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by Hospital Designated Representative and College.
- 5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Internship Experience and that I am responsible for my own transportation to and from Hospital.
- 6. I understand and agree that I am responsible for my own medical care needs. I understand that Hospital will provide access to emergency medical services or first aid should the need arise while I am participating in the Internship Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Hospital shall assume no cost or financial liability for providing such care.
- 7. I understand that, as a condition for participation in the Internship Experience, I must secure and maintain professional liability insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate if College does not secure and maintain professional liability insurance on my behalf. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Internship Experience and for at least three (3) years following the termination of the Internship Experience, unless said insurance provides coverage on an occurrence basis.

- 8. I acknowledge that I have received training to help prevent exposure to bloodborne pathogens, consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. I shall provide documentation of such training prior to beginning my Internship Experience.
- 9. I acknowledge that I will receive academic credit for the Internship Experience provided at Hospital and that I will not be considered an employee of Hospital or College, nor shall I receive compensation from either Hospital or College. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Hospital's coverage based upon my participation in the Internship Experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Internship Experience.
- 10. I understand that Hospital may suspend my right to participate in the Internship Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Hospital or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Hospital only on a temporary basis until after consultation with College. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Internship Experience at Hospital is vested in Hospital.
- 11. I agree that I shall not discriminate against any person because of race, color, religion, sex, marital status, national origin, age, physical handicap, or medical condition.
- 12. I further understand that Hospital has the right to suspend use of its facilities in connection with this Internship Experience should Hospital's facilities be partially damaged or destroyed and such damage is sufficient to make the facilities unsafe or unusable for their purposes.
- 13. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals may be considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.

I have read the foregoing. I understand and agree to the terms set forth above. I recognize that
as consideration for agreeing to the said terms, Hospital will permit me to participate in the
Internship Experience at Hospital.

Student Signature	Date	Typed Name of Student

[Students must present an originally signed copy of this Exhibit B to Hospital upon commencement of the clinical assignment at Hospital]

EXHIBIT B

STUDENT CONFIDENTIALITY STATEMENT

Statement of Policy:

It is the legal and ethical responsibility of s **Saint Francis Memorial Hospital**, a California nonprofit public benefit corporation (hereinafter "Hospital") and students participating in clinical internships at Hospital to use personal and confidential patient, employee and Hospital business information (referred to here collectively as "confidential information") in accordance with the law and the Hospital's policies and procedures, and to preserve and protect the privacy rights of the subject of the information as they perform their duties at Hospital.

Laws controlling the privacy of, access to and the maintenance of confidential information include, but are not limited to, the federal Health Insurance Portability and Accountability Act ("HIPAA"), the California Information Practices Act ("IPA"), the California Confidentiality of Medical Information Act ("COMIA"), and the Lanterman-Petris-Short Act ("LPS"). These and other laws apply whether the information is held in electronic or any other form, and whether the information is used or disclosed orally or in writing.

Confidential information includes information that identifies or describes an individual and the disclosure of which would constitute an unwarranted invasion of personal privacy. Examples of confidential employee and Hospital business information include home address and telephone number; medical information; birth date; citizenship; social security number; spouse/partner/relative's names; income tax withholding data and performance evaluations and proprietary; trade secret information.

The term "medical information" includes the following: medical and psychiatric records, including paper printouts, photos, videotapes, diagnostic and therapeutic reports, x-rays, scans, laboratory and pathology samples; patient business records, such as bills for service or insurance information whether stored externally or on Hospital's campus; electronically stored or transmitted patient information; visual observation of patients receiving medical care or accessing services; verbal information provided by or about a patient; peer review/risk management information and activities; or other information the disclosure of which would constitute an unwarranted invasion of privacy.

Acknowledgement of Responsibility

I understand and acknowledge that:

It is my legal and ethical responsibility to preserve and protect the privacy, confidentiality and security of all medical records, proprietary and other confidential information relating to

EXHIBIT B (Continued)

Saint Francis Memorial Hospital, a California nonprofit public benefit corporation, its patients, activities and affiliates, in accordance with the law and Hospital's policies and procedures.

I agree to access, use or disclose confidential information only in the performance of my clinical experience duties, where required by or permitted by law, and only to persons who have the right to receive that information. When using or disclosing confidential information, I will use or disclose only the minimum information necessary.

I agree to discuss confidential information only in my workplace and for Hospital-related purposes. I will not knowingly discuss confidential information within the hearing of other persons who do not have the right to receive the information. I agree to protect the confidentiality of any medical, proprietary or other confidential information, which is incidentally disclosed to me in the course of my relationship with the Hospital.

I understand that psychiatric records, drug abuse records, and any and all references to HIV testing, such as clinical tests, laboratory or otherwise, used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specially protected by law.

I understand that my access to all Hospital electronic information systems is subject to audit in accordance with Hospital policy.

I agree not to share my Login or User ID and/or password with anyone and that any access to Hospital electronic information systems made using my Login or User ID and password is my responsibility. If I believe someone else has used my Login or User ID and /or password, I will immediately report the use to Information Technology Services and request a new password.

I understand that violation of any of the Hospital's policies and procedures related to confidential information or of any state or federal laws or regulations governing a patient's right to privacy may subject me to legal and/or disciplinary action up to and including immediate termination of my Hospital experience.

I understand that I may be personally liable for harm resulting from my breach of this Policy and that I may also be held criminally liable under the HIPAA privacy regulations for an intentional and/or malicious release of protected health information.

Signature	 Date	
Print Name		