

## Student Agreement

**Confidentiality:** I acknowledge and understand that I may have access to proprietary or other confidential business information belonging to Bon Secours Mercy Health. In addition, I acknowledge and understand that I may have access to confidential information regarding Bon Secours Mercy employees, patients, and patient care. Therefore, except as required by my employer or by law, I agree that I will not:

- A. Access data that is unrelated to my job duties at Bon Secours Mercy Health; or
- B. Disclose to any other person, or allow any other person access to, any information related to Bon Secours Mercy Health which is proprietary or confidential and/or pertains to employees, patients, or patient care.

“Disclosure of information” includes, but is not limited to, verbal discussions, FAX transmissions, providing hard copies, electronic message transmissions, taking pictures of data, voice mail communication, written documentation, loaning computer access codes, copying sensitive or confidential information to unauthorized, unprotected electron devices and/or other electronic transmission or sharing of data. I shall not copy surgery schedules, patient medical records, or other Facility information. Except as permitted or required by this Agreement or by law, I will not use or disclose patient information in a manner that would violate the laws of the Commonwealth of Virginia 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). I expressly agree to comply with state and federal law in all respects, and to implement of all necessary safeguards to prevent such disclosure.

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 me. I agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) issued under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which govern the use and/or disclosure of individually identifiable health information. Further, I understand that violations of this agreement, or any other Bon Secours Mercy Health policy regarding confidentiality, may result in disciplinary action, up to and including my termination of clinical experience. I understand that this statement is binding both during my clinical experience and thereafter.

I also understand that as a representative of Bon Secours Mercy Health, I must demonstrate ethical behavior and maintain professional boundaries with patients and their families both at work and outside work. Recognizing that my association with individuals outside work hours may be construed as work related, I shall be compelled to abide by confidentiality, integrity, conflict-of-interest, ethical and legal considerations in representing Bon Secours Mercy Health at all times.

**Compliance with Policies and Rules:** In exchange for authorization to participate in a clinical placement experience at the Bon Secours Mercy Health, I agree to:

- Read and follow the orientation instructions and any other materials provided by Bon Secours Mercy Health related to this experience
- Arrive punctually on the date of the experience and remain for the agreed upon time frame unless advance notice is provided
- I will abide by all applicable Facility rules, policies, procedures, and instructions, whether verbal or written, including the Bon Secours Mercy Health Code of Conduct
- Wear attire that is clean, neat, and modest in appearance
- Remain with the designated healthcare professional at all times when in patient care/treatment areas and not enter rooms or offices without permission
- I will review the Facility’s Administrative Policy Manual which includes information regarding blood borne pathogens, hazardous chemicals, TB prevention, fire safety, electrical safety, and emergency preparedness

- Not take pictures or videos of patients, staff, visitors, or others without written authorization in any patient care or treatment areas
- Not remove any forms, documents, equipment, materials, resources, or their items from Bon Secours Mercy Health without permission

**Release and Professional Liability Insurance:** Understand that the nature of a healthcare environment can potentially expose me to emotional and physical trauma, infections, such as the flu, and dangerous equipment, I acknowledge that I am participating in this clinical experience at my own risk and will hold harmless the Facility, its parents, officers, directors, employees, members, and any and all of their affiliates, subsidiaries, employees, agents and insurers, from any and all liability of whatsoever nature. I acknowledge that I am covered by the School’s professional liability insurance coverage and agree to furnish proof of such coverage to the Facility.

**Limitation:** I understand that by signing this agreement, I am not guaranteed participation in any activities at the facility. Eligibility of participation shall be determined exclusively by facility, at its own sole discretion.

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

**Status:** I understand that I am not and will not be considered an employee of Facility or any of its subsidiaries or affiliates by virtue of my participation in the clinical learning activities and shall not as a result of my participation in the clinical activities, be entitled to compensation, remuneration or benefits or any kind.

**Ownership of Intellectual Property:** All reports and other data (including without limitation, written, printed, graphic, video, and audio material contained in any computer data base or computer readable form, but excluding any academic or scholarly publications) (hereinafter “Works of Authorship”) developed during the term of this Agreement and while on Facility’s premises or using Facility resources or information are the property of the Facility. Works of Authorship created during inventions, discoveries, new uses, advances on the state of art, protocols, ideas, products or other protectable rights arising from my participation in the clinical learning activities at Facility pursuant to this Agreement (hereinafter “Inventions”). I shall execute all documents, provide all information, and otherwise take all actions requested by Facility, including, without legal protections for all Works of Authorship or inventions.

**I am:**

- Student

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name