

WakeMed Health and Hospitals**Confidentiality and Responsibilities Agreement**

Patient and employee information from any source and in any form (paper, verbal, electronic) is confidential.

I shall protect the privacy and confidentiality of patient and employee information.

Access to this information is allowed ONLY if needed to perform duties related to my rotation.

During my rotation, I may see or hear confidential information about:

- > **Patients and/or Family Members** such as patient records, conversations and financial information.
- > **Employees, Volunteers, Students, Contractors, Partners** such as salaries, employment records, disciplinary actions.
- > **Business information** such as financial records, reports, memos, contracts, WakeMed computer programs, technology specifications.
- > **Third Parties** such as vendor contracts, computer programs, technology.
- > **Operations Improvement, Quality Assurance, Peer Review** such as reports, presentations, survey results.

I AGREE THAT:

1. I WILL ONLY access information I need to perform duties related to my rotation. I UNDERSTAND that unauthorized reading of patient information, including information on family members (children and /or spouse), is not permissible.
2. I WILL protect the privacy of WakeMed patients and employees.
3. If I am no longer involved in a patient's care, I UNDERSTAND that following up on a patient is not permissible under HIPAA. I UNDERSTAND that I must go through my instructor for information on former patients.
4. I WILL NOT show, tell, e-mail, copy, give, sell, review, change, photograph or improperly dispose of any confidential information unless required as part of the duties related to my rotation.
5. I WILL NOT discuss patients or patient-information in an area where it can be overheard by others who are not directly involved with the care of the patient.
6. I WILL NOT misuse or be careless with confidential information.
7. I WILL NOT share any confidential information even if I am no longer on rotation at WakeMed.
8. I KNOW that confidential information I learn during my rotation does not belong to me.
9. I AM RESPONSIBLE for my use or misuse of confidential information.
10. I understand that if I am allowed to remotely access confidential information that I AM RESPONSIBLE for ensuring the privacy, security and confidentiality of the information at ANY location.
11. I UNDERSTAND that my access to confidential information may be audited.
12. I UNDERSTAND that WakeMed may take away or restrict my access at any time.
13. I WILL KEEP my computer password secret and will not share it with anyone.
14. I WILL create a strong password and I will change my password immediately and tell my supervisor if I think it has been obtained or used by someone else.
15. I WILL NOT use anyone else's password to access any WakeMed System. I WILL NOT allow anyone else to use an application after I have logged in, nor will I use anyone else's application after he/she is logged in.
16. I AM RESPONSIBLE for any access using my password and for my failure to protect my password or any other access to confidential information.
17. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my rotation.
18. I agree to act only within the scope of my rotation and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate WakeMed supervisor and clinical instructor.
19. I understand and agree that, while performing duties related to my rotation:
 - I am not an employee of WakeMed and therefore, as a student, will not be eligible for any of the compensation or benefits that WakeMed's employees receive;
 - I am not guaranteed employment with WakeMed following completion of the training period;
 - All training provided by WakeMed is for my benefit, and not the benefit of WakeMed. Although the externship opportunity may include direct, hands-on training opportunities for me, WakeMed receives no immediate economic advantage from my activities and, on occasion, WakeMed's operations may be impeded by my presence or work

Student Form

- 20. I authorize all necessary exchanges of information between Hospital and School related to me and my participation in the Clinical Experience;
- 21. I have been appropriately immunized as required under the Student Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the rotation and further agree to make the results of any such additional examinations available to WakeMed upon request.
- 22. I understand that WakeMed may make emergency care available to me during the term of my rotation and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by WakeMed, including any emergency care.
- 23. I understand and agree that WakeMed retains the right to remove me at any time, if WakeMed deems such removal to be in the best interests of WakeMed and its patients.

- 24. I agree to release WakeMed from any liability for the loss of or damage to my personal property while on WakeMed property. I agree to be liable for and indemnify WakeMed for any claims made against WakeMed which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian, if applicable, acknowledge that I understand the dangers of participating in the rotation and hereby release WakeMed, its administration, Board of Directors, employees and agents from any and all liability from my participating in the rotation. I agree that this Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

Failure to comply with this Agreement may result in your immediate removal from the rotation. WakeMed or a party whose confidential information has been compromised may also take legal action. I agree that I have read, understand and will comply with this agreement.

Signature: _____ Date: _____
Print Full Name: _____ School: _____