**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (hereinafter referred to as “Agreement”) is entered into by and between the student, (hereinafter referred to as “Participant”), and Baylor Scott & White Health , including, its controlled and affiliated subsidiaries (hereinafter referred to as “Facility”), collectively referred to as “the Parties.”

Participant/Student in participating in a clinical educational program will have access to and review confidential patient information as well as information regarding the operations of Facility maintained in electronic and/or paper form by Facility.

In consideration of the right to participate in a clinical educational program, Participant hereby agrees and covenants:

Participant agrees not to access, use, disclose, or reproduce any confidential patient information for any other purpose, except as specifically permitted pursuant to Participant's duties. Participant further agrees to use appropriate safeguards to prevent access, use, disclosure, or reproduction of confidential patient information other than as provided herein. Upon completion of Participant's educational experience, Participant agrees to return any confidential patient information or reproductions thereof in Participant’s possession.

Participant acknowledges that Participant has reviewed the Baylor Scott & White Health Data Policy and agrees to abide by it as adopted and amended from time to time.

Participant acknowledges and understands that unauthorized access, use, disclosure, or reproduction of any patient information in violation of this Agreement will authorize Facility to prohibit Participant from providing any patient care on the premises of Facility. Participant further understands that certain unauthorized disclosure of patient information is punishable by fines and penalties imposed by Federal and State law(s).

Participant acknowledges and understands that if Participant is granted specific computer system access based on the nature and scope of Participant’s assignment, Participant is prohibited from accessing or attempting to access any computer system in a manner that violates Baylor Scott & White Health Data Policy or is not consistent with Participant’s specifically assigned user rights.

Participant further agrees to indemnify and hold harmless Facility for any liability, expense or loss, including damages, exemplary damages and reasonable attorneys’ fees, which may be sustained by Facility because of any unauthorized disclosure of confidential patient information to any third party by Participant.

Upon request, Participant agrees to make available Participant’s practices, books, personal items used in the hospital setting and records relating to use and disclosure of protected health information to the Secretary or an employee of the Department of Health and Human Services.

Participant agrees that in the event any amendments or corrections are made to the patient’s protected health information such amendments or corrections will be incorporated into such records in Participant’s possession.

The Parties agree that the patients whose confidential patient information is the subject of this Agreement are intended third party beneficiaries hereof.

Participant agrees to keep confidential and not disclose to others any knowledge and information obtained regarding Facility. This includes, but is not limited to, patient information, operational information, information regarding the business of Facility, its policies, procedures, guidelines or processes as well as information with regard to its agents, representatives, employees, contractors or credentialed or non-credentialed staff, whether such information is clinical or otherwise, unless Participant is involuntarily compelled to disclose such knowledge or information pursuant to a subpoena or other legal process.

Participant recognizes and agrees that the execution of this agreement is material consideration for allowing Participant the right to participate in educational opportunities at Facility. Participant further acknowledges and understands that a failure to abide by the terms of this agreement shall amount to a breach hereof and that any breach hereof may result in irreparable and continuing damage to Facility for which there will be no adequate remedy in damages. In the event of such breach, Facility will be entitled to pursue such relief as may be proper.

***Student Signature:***

***Electronic attestation verifies that I have read and fully understand this agreement.***

**(Close this document and place a check in the box certifying this document has been read. The time stamp will be your electronic signature)**