

STUDENT AGREEMENT

This Student Agreement (the “**Agreement**”) is effective the ____ day of _____, 20____, between GOOD SAMARITAN HOSPITAL OF SUFFERN, N.Y. (“**Facility**”) and _____ (“**Student**”), a student currently enrolled at _____ (the “**School**”) to participate in clinical learning activities at Facility. Student agrees as follows:

Confidentiality. Student acknowledges that as a result of the clinical learning activities, Student will have access to confidential information of the Facility, including patient health information. Student will hold confidential all patient and Facility information obtained as a participant in these activities and will not to disclose any personal, medical, related information, or any other confidential information to third parties, family members, or other students and teachers, except as permitted in this Agreement or as required by law. Student is committed to protecting and safeguarding from any oral and written disclosure all confidential patient and Facility information that Student comes in contact with. Student shall not copy surgery schedules, patient medical records, or other Facility information. Except as permitted or required by this Agreement or by law, Student will not use or disclose patient information in a manner that would violate the laws of the State of New York 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). Student expressly agrees to comply with state and federal law in all respects, and to implement of all necessary safeguards to prevent such disclosure. Student acknowledges that any breach of confidentiality or misuse of information will result in termination of Student’s clinical activities at Facility, as well as the potential termination of the Facility’s relationship with Student’s school or legal action. 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 the Student. Student shall 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.

Compliance with Policies and Rules. While participating in clinical activities at Facility, Student will abide by all applicable Facility rules, policies, procedures and instructions, whether verbal or written, including the Bon Secours Health System Code of Conduct. Student shall review the Facility’s Administrative Policy Manual which includes information regarding bloodborne pathogens, hazardous chemicals, TB prevention, fire safety, electrical safety, and emergency preparedness. Student will wear appropriate attire, including an identification badge identifying him/her as a student, as requested by Facility.

Release and Professional Liability Insurance. Student will hold harmless the Facility, its parents, officers, directors, employees, members, and any and all of their affiliates, subsidiaries, employees, agents and insurers (collectively “Facility”), from any and all liability of whatsoever nature and from injuries, sickness or other damages, physical as well as emotional, suffered by Student during participation in the clinical activities. Student acknowledges that Student is covered by School’s professional liability insurance coverage and agrees to furnish proof of such coverage to Facility.

Limitation. Student understands that by signing this Agreement, Student is not guaranteed participation in any clinical activities at Facility. Eligibility of participation shall be determined exclusively by Facility, in its 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.

Student Status. Student understands that Student is not and will not be considered an employee of Facility or any of its subsidiaries or affiliates by virtue of Student’s participation in the clinical learning activities and shall not as a result of Student’s participation in the clinical activities, be entitled to compensation, remuneration or benefits of 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 the term of this Agreement are "Works for Hire", as that term is defined in copyright law. Facility shall own all rights to any inventions, discoveries, new uses, advances on the state of art, protocols, ideas, products or other protectable rights arising from the Student's participation in the clinical learning activities at Facility pursuant to this Agreement (hereinafter "Inventions"). Student shall execute all documents, provide all information, and otherwise take all actions requested by Facility, including, without limitation, assignments of rights, if any, Student may have in such works, to secure for Facility the ownership rights and available legal protections for all Works of Authorship or Inventions.

STUDENT:

FACILITY:

GOOD SAMARITAN HOSPITAL OF SUFFERN, N.Y.

Student

BY: _____
Mary P. Leahy, M.D.
Chief Executive Officer

Date: _____

Date: _____