

Perioperative Services

Beltway Surgery Centers, L.L.C.

OBSERVATION CONFIDENTIALITY AGREEMENT and RELEASE OF LIABILITY

This Confidentiality Agreement and Release of Liability (“Agreement”) dated _____, 20___, is by and between _____ (referred to as “Observer and Beltway Surgery Centers, L.L.C. (referred to as BSC)

In consideration of BSC cooperating with Observer’s experience during which Observer may access BSC’s patient care facilities, the Observer agrees to abide by the terms of this Agreement, specifically the following:

1. Patient Confidentiality

- o Observer agrees not to copy, download, disclose, communicate, nor use or collect any patient care information in any manner whatsoever.
- o The confidentiality of patient health information survives beyond the time that the Observer is participating in an Observation Experience at BSC.
- o Should the Observer breach the confidentiality of any patient, or participate in the inappropriate dissemination of or access to patient care information, which in turn can be shown to have caused BSC damage, BSC shall be entitled to receive from the Observer monetary damages in the amount of ten thousand dollars (\$10,000).

2. Observer agrees to abide by BSC’s policies and procedures as explained by his/her BSC staff shadow sponsor, including but not limited to those addressing proper attire and appropriate behavior within the Perioperative care areas, as well as those addressing patients’ rights and protected health information.

3. BSC’s role in this Observer’s experience is to coordinate the logistics for the Observation Experience. The undersigned understands and hereby acknowledges that BSC directors, officers and employees do not assume or accept any responsibility for those who participate in Observation Experiences. BSC does not make any representations or warranties regarding the safety of this Observation. In consideration of being invited to participate in this Observation Experience, the undersigned acknowledges that he or she hereby releases and discharges BSC, its employees and agents, and each of them from any and all claims, demands, rights and causes of action of any kind which the undersigned may have for any personal injury, property damage, death, or disability, as a result of the undersigned’s participation in this Observation Experience.

The undersigned certifies that he or she has read this Release of Liability fully and understands its terms and content. The undersigned has had his or her questions answered and voluntarily signs below. The undersigned chooses to freely and willing participates in this observation and understands that such participation is at his or her OWN RISK.

The signatures attest to the fact that Observer has read, understands and agrees to abide by the terms of this statement and BSC’s policies on confidentiality of patient care information.

Observer:
 Signature: _____
 Printed Name: _____
 Date: _____

Minor Observer’s Parent or Guardian:
 Signature: _____
 Printed Name: _____
 Date: _____

Representative of Beltway Surgery Centers, L.L.C.

Signature: _____
 Printed Name: _____
 Date: _____