STUDENT CONFIDENTIALITY AGREEMENT

As a student involved in the work-based learning experience, you will be referred to as “you” or “student”. You will have access to what this agreement refers to as “confidential information”. The purpose of this agreement is to help you understand your duty regarding confidential information.

“Confidential information” includes patient information, employee information, financial information, and other information relating to physicians’ offices, XYZ, and information proprietary to other companies or persons. You may learn of or have access to some or all of this confidential information through XYZ’s computer systems (which include but are not limited to the HELP system, the clinical and financial information systems, the longitudinal patient record, the actuarial, and claims systems), or through your activities as a student.

Confidential information is valuable and sensitive and is protected by law and by strict XYZ policies. The intent of those laws and policies is to assure that confidential information will remain confidential - that is, that it will be used only as necessary to accomplish XYZ's mission.

As a student, you are required to conduct yourself in strict conformance to applicable laws and to XYZ’s policies governing confidential information. Your principle duties in this area are explained below. You are required to read and to abide by these duties. The violation of any of these duties will subject you to discipline which might include, but not be limited to, loss of privileges regarding confidential information and to legal liability as well as removal from the program.

As a student, I understand that I will have access to confidential information, which may include, but is not limited to, information relating to:

- patients (such as records, conversations, admittance information, patient financial information, etc.),
- employees (such as salaries, employment records, disciplinary actions, etc.),
- XYZ information (such as financial and statistical records; strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.), and
- third party information (such as computer programs, client and vendor proprietary information, source code, proprietary technology, etc.).

Accordingly, as a condition of and in consideration of my access to confidential information, I promise that:

1. I will use confidential information only as needed by me to perform my legitimate duties as a student. This means, among other things, that:
   A. I will not access confidential information for which I have no legitimate need to know;
   B. I will not in any way divulge, copy, release, sell, loan, revise, alter, or destroy any confidential information except as properly authorized by XYZ policies, within the scope of my activities, and as a student; and I will not misuse confidential information or carelessly care for confidential information; and
   C. I will safeguard and will not disclose my access code or any other authorization I have that allows me to access confidential information. I accept responsibility for all activities undertaken using my access code and other authorization.
3. I will report to XYZ's Legal Department any suspicion or knowledge that I have that my access code, authorization, or any confidential information has been misused or disclosed without XYZ's authorization.

4. I will report to XYZ's Legal Department activities by any individual or entity that I suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

5. I understand that my obligations under this agreement will continue after termination of my status as a Student.

6. I understand that I have no right or ownership interest in any confidential information referred to in this agreement. XYZ may at any time revoke my access code, other authorization, and/or access to confidential information. At all times during my privileges as a student, I will safeguard and retain the confidentiality of all confidential information.

7. I will be responsible for my misuse or wrongful disclosure of confidential information and for my failure to safeguard my access code or other authorization to access confidential information. I understand that my failure to comply with this agreement may also result in legal liability and other consequences.

Student’s Signature__________________________________________

Student’s Name (Print) _______________________________________

Parent or Guardian Signature____________________________________

Parent or Guardian Name (Print) _________________________________

Date__________________________, 20________

Name of School (Print)__________________________________________

Name of Instructor (Print)________________________________________