



CLINICAL OBSERVER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into this _____ day of _____, by and between Northwestern Memorial HealthCare (its subsidiaries and affiliated corporations) (together, "NMHC") and _____ ("Clinical Observer").

The Clinical Observer has requested access to observe NMHC's operations which may involve and expose certain Confidential Information, as defined below.

Accordingly, as a condition of and in consideration of my status as a Clinical Observer, I acknowledge and agree to the following:

1. I acknowledge and agree that in the course of, or incident to, observing operations at NMHC, NMHC may provide access to, or I will otherwise become exposed to Confidential Information. The term "Confidential Information" shall include (a) all information that concerns the business or affairs of NMHC including, without limitation, financial information, business plans, design and construction plans, medical records and other patient, hospital and physician data, know-how, operational information and techniques, and computer software, data, coding systems and documentation licensed to NMHC or owned by NMHC; (b) patient information, including, but not limited to name, address, diagnosis, medical history, discussions with physician, medication, names of family members, diagnostic test results and other medical record content and (c) any other information reasonably identified by NMHC as confidential.
2. I agree to hold the Confidential Information in the strictest confidence, and will exercise at least the same care with respect thereto as I exercise with my own confidential or proprietary information, and will not, without the consent of the owner of the Confidential Information, divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information. Furthermore, I understand that patient privacy and confidentiality is protected from disclosure under state and federal law and I agree to abide by such law and NMHC's Privacy and Confidentiality Policy (NMHC ADM 01.0015).
3. I understand that photography, videography, or audio recording, including with cell phones, during an observation is strictly forbidden except for prior arrangements with Media and then only with the express written authorization of the patient and NMHC support.
4. I may be required to utilize computer systems as part of my Observation. If applicable, I understand that the ID number and passwords issued to me will be a unique code that identifies me for the computer systems. All inquiries and entries that I make will reference my identity and I will be fully responsible for them. Accordingly, I will maintain the confidentiality of my ID number and passwords and not reveal them to others. If at any time I feel the confidentiality of my ID number or passwords has been broken, I will contact my principal contact immediately and request a new ID number and passwords. I further understand that any information I access from the computer systems is strictly confidential and to be used only in the performance of my necessary duties.
5. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois.
6. I agree to waive and release any and all rights and claims for damages that I may have against NMHC, its representatives, employees and medical staff, as a result of my participation as a Clinical Observer. In the event of an injury, I voluntarily assume responsibility for any medical treatment.
7. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter of this Agreement.



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I have read and agree to abide by the Privacy and Confidentiality Policy (<https://nm.ellucid.com/documents/view/4019>) regarding the importance of maintaining security, privacy and confidentiality of all protected health information, information related to business operations, and other sensitive information. Intentional, accidental, or involuntary violation of confidentiality through verbal, written or electronic communications will result in investigation. I understand that non-compliance with this policy may result in corrective action, including immediate termination from the premises, as determined to be appropriate. I agree to cooperate with any investigation regarding possible privacy breaches. Any violation of confidentiality may result in legal action.

Printed Name:

Signature: _____

Date: _____