



**Administrative and Operational  
Policies and Procedures**

<b>Policy Number:</b>	<b>1.46</b>	<b>Original Date Issued:</b>	October 27, 2004
<b>Section:</b>	Operations	<b>Date Reviewed:</b>	September 17, 2007
<b>Title:</b>	Non Academic Agreement: Observations and Clinical Experiences	<b>Date Revised:</b>	
<b>Regulatory Agency:</b>	TJC		

**POLICY:**

Individuals not enrolled in a formal contractual academic education program with Children's who desire to have observation or clinical experiences at Children's Healthcare of Atlanta will be evaluated for appropriateness on an individual basis. Requests are to meet designated approval criteria. Observation experiences are provided under the direct supervision of a designated Children's employee.

**Note:**

- **This policy does not include physician or physician assistants.**
- **Minors will not be eligible to participate in non-academic agreement clinical experiences or observations.**
- **Non-academic agreement clinical experiences or observations in the operating room require approval by the Director of Surgical Services.**
- **As per The Joint Commission and other regulating agencies: Children's Healthcare of Atlanta staff maintain primary responsibility for the safety and well being of the patient population assigned to him/her during their shift. Children's Healthcare of Atlanta staff are to supervise any non employee including students when they are involved in care, treatment and services for patients.**

**Definition:**

Individual observation or clinical experiences that are not affiliated with a formal academic agreement may consist of the following:

1. Health related programs with healthcare or hospital observation requirements.
2. Potential employee desiring to observe within the organization.
3. Internship programs.
4. Other as deemed appropriate.

**I. PROCEDURE:**

Individuals may initiate an observation or clinical experience at Children's Healthcare of Atlanta through one of the following:

1. Contact the Clinical Staff Development Coordinator.
2. Contact Recruitment in Human Resources.



3. Contact the individual department leader where the observation/Clinical is to take place.
4. The public access phone number for Children's Healthcare of Atlanta (250-kids) which will forward the request to Clinical Staff Development student placement coordinator.
5. Other means.

**A. Application Process for Placements:**

1. Individuals requesting either observations or clinical experiences are subject to approval at the department level by department leadership.
2. The applicable agreement is to be completed and submitted to the department designee. Use the following agreement for:
  - a. Clinical Experiences: The Education Program "Non-Academic Participant Agreement 2004".
  - b. Observation Experiences for participants of majority age: " Majority Age Participant Observation Agreement".
3. Children's required signatures on the participant agreement are to include appropriate level leaders who have contract signing privileges (may be VP level, COO or Nursing VP, or department director)
4. The negotiation and approval of the individual participant agreement between Children's and the participant is to be completed prior to the observation experience.
5. Appropriate supporting documentation is to accompany the agreement to include health screen or infection control checklist, certificate of insurance (if applicable), and copy of the AHA or Red Cross Healthcare Provider CPR card (if required by type of observation experience).
  - a. If the observation/clinical experience will take place over multiple days, a health screen (EXHIBIT C) is required
  - b. If the observation/clinical experience will take place in one day, the Infection Control Checklist is required (EXHIBIT C-1) This is completed on the day the experience is occurring.
6. Clinical Staff Development has oversight of the database for all nursing and allied health student information. Individuals having observation or clinical experiences are to be entered into the "ACCESS" database on the Children's Healthcare of Atlanta "P" sharedrive by the departments student placement coordinator:
  - a. Nursing observations/clinical experiences are entered into the database by Clinical Staff Development personnel.

- b. Non Nursing observations/clinical experiences are entered into the database by Individual Department Designees.
7. Individual Participant Agreements and supporting documentation may be maintained by the department as a copy in accordance with Children's current archiving process with originals to reside in Human Resources Student Files.

**B. Roles and Responsibilities:**

1. Individuals participating in observation or clinical experiences are to comply with Children's standards of conduct, dress code and are to wear Children's non-logo ID badge. Non logo badges are obtained through security.
2. Individuals not affiliated with an academic agreement who wish to have a clinical experience involving patient care at Children's Healthcare of Atlanta will comply with the requirements within this document including the following:
  - a. Provide the department designee or preceptor with objectives for the Experience
  - b. Be responsible for ensuring that all work assignments are double-checked by the department designee or preceptor before they are executed if required by experience.
  - c. Inform the department designee or preceptor of any part of the assignment, which is outside of the skill level of the participant.
  - d. Perform all work activities under the supervision of the department designee or preceptor.

## ` EDUCATION PROGRAM NON-ACADEMIC PARTICIPANT AGREEMENT

This Agreement is made and entered into by and among \_\_\_\_[Name of Participant]\_\_\_\_ (hereinafter referred to as "Participant") and Children's Healthcare of Atlanta, Inc., a Georgia nonprofit corporation, by and on behalf of itself and its affiliates, as set forth in Exhibit A, attached hereto and incorporated by reference herein (hereinafter individually and collectively referred to as "Children's"), a Georgia nonprofit corporation.

### WITNESSETH

**WHEREAS, Children's is a pediatric healthcare system which includes pediatric hospitals, primary care clinics, specialty care clinics and neighborhood health care centers; and**

**WHEREAS,** Children's desire to promote and advance education in pediatric health care and related services and to enhance the provision of pediatric health care and related services in the community by providing non-academic educational opportunities at Children's for appropriately-educated and qualified individuals; and

**WHEREAS,** Participant holds an appropriate degree or certification in discipline/area of study or a related field from an accredited institution of vocational, technical or higher learning, which degree is not a Doctor of Medicine (MD); and

**WHEREAS,** Participant desires to gain knowledge and experience in pediatric health care or related service by participating in a short-term non-academic observation or practicum at Children's under the supervision of a designated Children's staff member, which non-academic observation or practicum is not for academic credit, and does not lead to any certification, degree, or other designation, from Children's or any other institution;

**NOW, THEREFORE,** in consideration of the following promises, covenants, terms and conditions, Children's and Participant do hereby agree as follows:

### I. PURPOSE

The purpose of this Agreement is to guide and direct the parties respecting their relationship which is established to provide for Participant's participation in a non-academic observation or practicum/internship (hereinafter referred to as an "Experience") at Children's under the supervision of a designated Children's staff member. The Educational Experience shall be designed to provide training and experience for the Participant in the provision of care, treatment and related services for pediatric patients.

### II. GENERAL UNDERSTANDING

- A. The planned activities of the Participant during the Experience will be mutually agreed upon between the Participant and the designated Children's staff

member, which activities are summarized in Exhibit B, attached hereto and incorporated herein by reference.

- B. The Experience starting and ending dates shall be mutually agreed upon before the Experience commences.
- C. Children's may, at any time, upon written notice to the Participant, immediately withdraw Participant based upon Participant's:
  - 1. criminal or fraudulent activity; or
  - 2. perceived lack of competency; or
  - 3. failure to comply with the policies, procedures and rules of Children's; or
  - 4. failure to comply with the terms and conditions of this Agreement; or
  - 5. any other reason which Children's reasonably believes is not in the best interest of Children's for the Participant to continue.
- D. Participant is present at Children's by virtue of this Agreement which is established solely for the purpose as set forth above, and Participant shall not be considered an employee or agent of Children's for the purposes of compensation, workers' compensation insurance, or for any other purpose or benefit flowing from employment status. Participant shall not hold himself or herself out to be an employee or agent of Children's, nor shall Participant be considered an employee or agent of Children's should Participant perform any act without the direct supervision of Children's or perform any act outside the scope of the Experience.

### **III. OBLIGATIONS OF PARTICIPANT**

Participant shall:

- A. Provide, prior to the commencement of an Experience, and upon request by Children's:
  - 1. Such records as will adequately disclose Participant's prior education and related experiences.
  - 2. Proof of any licenses, certifications or other qualifications and credentials as required by law.
  - 3. Proof of good health, including completion of Exhibit C, attached hereto, to determine that the Participant is free from infectious or contagious disease. Such documentation shall be provided prior to the beginning of Participant's clinical rotation and shall include, but not be limited to, PPD tuberculin skin test read within the past six (6) months and proof of immunization or immunity from measles, mumps and rubella (MMR), varicella and Hepatitis B (in lieu of Hepatitis B Vaccine, participant shall provide a signed waiver).
  - 4. If required, proof of successful completion of an American Heart Association Basic Life Support Heartsaver in cardiopulmonary resuscitation or its American Red cross equivalent, as required by

Children's policies; provided, however, that CPR is required for all participants participating in Experiences involving direct patient contact and care to any degree.

5. Completion of Children's core orientation as required by Children's.
  6. Personal health insurance. Participant understands and agrees that Participant is solely and individually responsible for any medical treatment he/she might receive, that Children's is a pediatric facility and that Children's will not provide medical treatment (other than emergency care) to Participant and will not insure or otherwise be responsible for health care or expenses incurred by Participant while present at Children's.
- B. Comply with Children's rules, regulations, polices and procedures including, but not limited to the following:
1. Follow the administrative policies, standards and practices, rules and regulations of Children's while at Children's.
  2. Wear, at all times, while present at Children's a photo identification badge acceptable to Children's.
  3. Provide the necessary and appropriate uniforms and supplies required to participate in the Experience, if not provided by Children's.
  4. Report to Children's on time.
  5. Keep in confidence all medical and health information pertaining to particular patients, and to adhere to and comply with all laws, rules and regulations relating to patient privacy, physician-patient privilege, and patient rights to confidentiality.
- C. Not have access to or experience with any patient at Children's where that patient, patient's family, or patient's attending physician objects to the same. Participant shall not participate in any research project at Children's without prior written approval of Children's President/Chief Executive Officer or his/her designee.
- D. Not publish, distribute or otherwise disclose, and shall not permit or allow others to publish, distribute or otherwise disclose, any materials relative to this Program, Children's or Children's patients, employees, agents or contractors which materials have not been previously reviewed and approved for publication, distribution or other disclosure by Children's.
- E. Procure and maintain professional and general liability insurance to cover activities contemplated by this Agreement. Specifically, Participant shall carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. If the policy is on a claims made basis, Participant agrees to provide the same coverage limits for at least ten (10) years after the termination of this Agreement or to purchase an extended reporting endorsement to cover losses that might occur after termination of this Agreement. Participant agrees to carry general liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual

aggregate. Such coverages shall name Children's as an additional insured on its policy. Participant shall carry appropriate health insurance to protect himself/herself from injury while working at Children's. In addition, Children's shall indemnify and hold harmless Children's from any and all claims, injury, loss or damage occurring while on the campus of Children's. The carriers providing such insurance coverages will be licensed to do business in Georgia with a BEST rating of A-VII or higher. Participant shall notify Children's immediately of any substantial reduction, cancellation or termination of such insurance coverage. Participant shall provide evidence of such coverages. This section shall survive the termination of this Agreement.

- F. Indemnify, defend and hold harmless Children's, as well as the Children's officers, directors and employees, together with their successors and assigns from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney fees) which Children's, as well as its officers, directors and employees may or might sustain, pay or suffer, by reason of any act, omission or negligence by the Participant. Notwithstanding the foregoing, Children's reserves the right to choose legal counsel to represent Children's for any purpose including investigation and/or litigation of any claim, or potential claim, made against Children's. This paragraph shall survive the termination of this Agreement.

#### **IV. OBLIGATIONS OF CHILDREN'S**

Children's shall:

- A. Provide Participant the opportunity to gain training and experience in the provision of care, treatment and related services for pediatric patients under the supervision of a designated Children's staff member.
- B. Maintain administrative and professional supervision of Participant insofar as Participant's presence and assignments affect the operation of Children's and care of its patients.
- C. Provide orientation of Participant as to Children's philosophies, rules, regulations and policies of Children's.

#### **VI. TERM AND TERMINATION**

- A. This Agreement shall be for the Experience Dates set forth in Exhibit B.
- B. This Agreement may be canceled by either party at any time upon prior written notice to the other party of such intent to terminate.

#### **VII. MISCELLANEOUS**

- A. Exhibits and Attachments. Any and all Exhibits and Attachments referenced in this Agreement are incorporated into this Agreement by such reference.
- B. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.
- C. Notices. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be deemed sufficiently given (i) on the day personally delivered, (ii) three (3) business days after deposit in the U.S. Mail if mailed by registered or certified U.S mail, return receipt requested, postage prepaid, or (iii) on the day of delivery if sent by recognized courier to the addresses given below.
- D. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- E. Exclusivity. This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.
- F. Entire Agreement. This Agreement, and all exhibits and attachments attached hereto, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all

prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

- G. Amendments. This Agreement may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by both parties.
- H. Waiver. no waiver of any provision of this Agreement shall be effective, unless in writing and signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- I. Assignability. This Agreement, including any duty or obligation of performance hereunder, may not be assigned, in whole or in part, by Participant without the prior written consent of Children's. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- J. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions.
- K. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.
- L. Confidential Information/Trade Secrets. Participant acknowledges and agrees that during the term of this Agreement, Participant may become aware of certain information that may constitute trade secrets or confidential information of Children's including, but not limited to, technical or nontechnical data, procedures, processes, client lists, files, reports, protocols, financial data or plans, that is not commonly known by or available to the general public (collectively, "Confidential Information"). Participant agrees not to use or disclose any such Confidential Information without the written permission of Children's, except as required by law. Participant further agrees that with respect to any Confidential Information that qualifies as a trade secret under Georgia law (O.C.G.A. § 10-1-761), the foregoing restrictions on use and disclosure shall continue in effect after the termination or expiration of this Agreement for so long as such information qualifies as a trade secret. With respect to Confidential Information that does not qualify as a trade secret under Georgia law, the restrictions on use and disclosure shall remain in effect for a period of three (3) years after expiration or termination of this Agreement.

During the term of this Agreement, Participant acknowledges that Participant will become aware of confidential patient medical and health information. Participant will adhere to and comply with all laws, rules and regulations relating to patient privacy and patient rights of confidentiality. Participant further agrees that not

to disclose or otherwise reveal such patient confidential information to any third party without the express prior written authorization of Children's, except for the performance of specific obligations under this Agreement, or as may be legally required. Participant acknowledges and agrees that all patient records, including, but not limited to, medical records, x-rays and charts, of any Children's patients shall be and remain the property of Children's and may not be removed from Children's without prior authorization. Participant shall notify Children's, immediately, of any disclosure required by law.

The parties acknowledge and agree that the restrictions in this Section are reasonable and necessary to protect the legitimate interests of Children's and that any violation of such restrictions would result in irreparable injury to Children's. The parties further acknowledge that, in the event of a violation of such restrictions, and without limiting other possible remedies available to Children's, Children's shall be entitled to preliminary and permanent injunctive relief without having to prove actual damages or immediate or irreparable harm or to post a bond, cash or otherwise.

This Section shall survive the termination or expiration of this Agreement.

- M. Health Insurance Portability and Accountability Act of 1996. Notwithstanding anything in this Agreement to the contrary, Participant is aware of and shall fully comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in his/her dealings with Children's under this Agreement. The parties agree that during the term of this Agreement, Children's shall have the right to amend this Agreement by adding or deleting any provisions in this Agreement to ensure compliance with HIPAA and its implementing regulations (45 C.F.R. 164 et seq.).
- N. Compliance with Laws. The School shall comply with all applicable local, state and federal laws, rules and regulations, as well as any and all governing agencies, pertaining to the School and the Program.
- O. Force Majeure. Neither party shall be liable to the other party for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the party so failing, including without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, telecommunications service failure or interruption, equipment, failure, industrial or labor dispute, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance.
- P. Binding Agreement: This Agreement shall be binding upon and shall inure to the benefit of, the parties and their respective representatives, successors and permitted assigns.

In Witness Whereof, this Agreement is executed by the parties hereto as of the day and year written below.

Children's Healthcare of Atlanta, Inc.  
Children's Healthcare of Atlanta, Inc.  
1600 Tullie Circle NE  
Atlanta, Georgia 30329-2303

Participant  
Address:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**EXHIBIT A  
AFFILIATES**

Scottish Rite Children's Medical Center, Inc. d/b/a Children's Healthcare of Atlanta at Scottish Rite

Egleston Children's Hospital at Emory University, Inc. d/b/a Children's Healthcare of Atlanta at Egleston

Children's Healthcare of Atlanta Foundation, Inc.

Egleston Affiliated Services, Inc. d/b/a Children's Affiliated Services

Children's Healthcare of Atlanta Surgery Center at Meridian Mark Plaza, LLC d/b/a Children's Surgery Center, MMP

Egleston Pediatric Group, Inc. d/b/a Children's Pediatric Group

Children's Sedation Services, LLC

TRE Properties, Inc.

Atlanta Children's Health Network, Inc.

Scottish Rite Pediatric Network, Inc. d/b/a The Children's Health Network

Emory-Egleston Children's Heart Center, Inc. d/b/a Sibley Heart Center Cardiology

**EXHIBIT B**  
**NON-ACADEMIC EDUCATION EXPERIENCE ACTIVITIES**

Provide below or attach a summary of the planned activities for this Experience along with a start and end date, as agreed upon between Participant and designated supervising Children's staff member.



**CHILDREN'S HEALTHCARE OF ATLANTA  
MAJORITY AGE PARTICIPANT OBSERVATION AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CHILDREN'S HEALTHCARE OF ATLANTA, INC.**, a Georgia nonprofit corporation by and on behalf of itself and its corporate affiliates including, but not limited to **EGLESTON CHILDREN'S HOSPITAL AT EMORY UNIVERSITY, INC.**, a Georgia nonprofit corporation, d/b/a Children's Healthcare of Atlanta at Egleston, **SCOTTISH RITE CHILDREN'S MEDICAL CENTER, INC.**, a Georgia nonprofit corporation, d/b/a Children's Healthcare of Atlanta at Scottish Rite, and all other **Children's healthcare of Atlanta, Inc** affiliates as set forth in Exhibit A, attached hereto and incorporated by reference herein (hereinafter individually and collectively referred to as "Children's") and \_\_\_\_\_ (hereinafter referred to as "Participant"), concerning an arrangement for Participant's participation in an Observation Experience (hereinafter referred to as the "Experience") at Children's for the purpose of providing an opportunity for Participant to observe the clinical care and treatment of patients in the \_\_\_\_\_ Department/Unit.

**GENERAL UNDERSTANDING**

- A. Children's will provide Participant the opportunity to participate in the experience in accordance with the terms and conditions of this Agreement and applicable Children's policies. Participant understands and agrees that he/she will abide by all requirements, provisions, terms and conditions of this Agreement in consideration for the opportunity to participate in the Experience. Participant further understands and agrees that he/she will abide by Children's bylaws, rules and regulations as well as applicable Children's policies and procedures.
- B. Children's and Participant agree that the Experience is made available with the consent of the \_\_\_\_\_ (hereinafter referred to as the "Department") at Children's Healthcare of Atlanta at \_\_\_\_\_ and will take place from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_. Children's Program Coordinator or designee (hereinafter referred to as the "Coordinator") will be responsible for oversight of the Participant while participating in the Experience.
- C. Participant understands and agrees that this Agreement does not permit or provide for Participant's participation in direct patient care activities and Participant agrees that at no time and under no circumstances will he/she engage in any direct patient care activities.
- D. Participant understands that his/her opportunity to participate in this Experience is at the sole discretion of Children's, and Children's may, in its sole discretion, immediately withdraw Participant at any time from participation in the Experience.
- E. Participant understands and agrees that he/she will not be considered an employee of Children's for the purposes of compensation, workers' compensation insurance, or for any other purpose or benefit flowing from employment status. Participant will not hold himself/herself out as an employee or agent of Children's for any purpose. Participant shall, at all times while at Children's, wear appropriate clothing and an identification badge.

- F. Participant agrees that, as part of his/her participation in the Experience, he/she will by necessity be exposed to and learn information considered confidential by Children's and confidential under federal, state and local law, including but not limited to patient medical information and other information considered personal and confidential by patients and their families. To protect such confidential information and the patients' and families' right to privacy, Participant agrees to keep confidential and not to use, discuss or disclose any information regarding any patient or patient's family. Participant agrees to comply with all laws, rules and regulations as well as Children's policies and procedures relating to patient privacy and patient rights to confidentiality. If Participant has any questions regarding confidentiality of patient and family information, Participant will consult with his/her Children's Coordinator. Participant understands and agrees that the restrictions on use and disclosure of confidential information, including information about patients and patients' family remain in effect during and at all times after Participant's participation in the Experience.
- G. Participant understands and agrees that Children's retains overall supervisory responsibility for and authority over the care of patients and over all operational matters, and that Children's will maintain administrative and professional supervision of Participant at all times while Participant is present at Children's insofar as Participant's presence at Children's and participation in the Experience affect the operation of Children's and its direct and indirect care of patients. If Participant has any questions or concerns regarding Children's policies and procedures or any other issues related to Participant's presence at Children's, Participant will consult with his/her Children's Coordinator.
- H. Participant agrees to release Children's, its officers, directors, employees, agents and volunteers (the "Indemnities") from and against any and all liability and responsibility for any damage to Participant's property or injury to Participant's person (including illness and/or death) that might be caused by, or arise out of, or result from Participant's presence at Children's and participation in the Experience, regardless whether such damage or injury is caused by, arises out of or results from any act or omission of Indemnities. Further, Participant agrees to defend and hold Indemnities harmless against any and all claims, causes of action, liabilities, damages, costs and expenses (including reasonable attorney's fees) incurred by Indemnities as a result of any act or omission of Participant while Participant is at Children's or arising out of Participant's participation in the Experience.
- I. Participant agrees that he/she meets Children's health screen requirements. If Participant's Experience is only for one day, Participant shall complete and submit the Observation Experience Participant Infection Checklist, attached hereto as Exhibit C-1 and incorporated by reference herein. If Participant's Experience is for more than one day, Participant shall complete and submit the Participant Health Screen Form, attached hereto as Exhibit C and incorporated by reference herein. Participant shall provide the applicable completed form on or before the first day of the Experience. In the event Participant is or becomes ill

or experiences any signs or symptoms of illness, he/she shall immediately notify the Coordinator.

- J. Participant shall provide his/her own personal health insurance, individually or through his/her parents. In the event Participant does not have personal health insurance, Participant understands and agrees that he/she shall be responsible for all costs incurred for any injury or illness Participant may suffer.
  
- K. Notwithstanding anything in this Agreement to the contrary, the participant is aware of and shall fully comply with the Health Insurance Portability and Accountability Act of 1996("HIPAA") in its dealings with Children's under this Agreement. Participant shall:
  - 1. Not use or further disclose protected health information (PHI) as that term is defined in the regulations implementing HIPAA, to any entity, organization or individual other than as permitted by this Agreement and shall not violate HIPAA.
  - 2. Use appropriate safeguards to prevent unauthorized uses or disclosures of PHI and shall immediately report to Children's any unauthorized use or disclosure.
  - 3. Require subcontractor or agent with the capability of access to PHI to agree in writing to these same safeguards and restrictions regarding the use of PHI.
  - 4. Allow access to individual PHI by properly authorized patient representatives after providing written notice to Children's.
  - 5. Make its methods of compliance with HIPAA available to the Secretary of Health and Human Services as required by law.
  - 6. Return or destroy all PHI, at the sole discretion of Children's, upon termination of the Agreement.
  - 7. Amend or correct PHI when required by law.
  - 8. Not contest termination of the agreement if these provisions have been violated.

**(SIGNATURES ON FOLLOWING PAGE)**

**Agreed to, as acknowledged by these signatures below:**

**PARTICIPANT:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address/Phone Number

**CHILDREN'S HEALTHCARE OF ATLANTA, INC.      CHILDREN'S COORDINATOR:**  
**On behalf of itself and its corporate affiliates as set**  
**Forth herein.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name(pleaseprint)

\_\_\_\_\_  
Title

EXHIBIT A  
**Corporate Entities**

Children's Healthcare of Atlanta Foundation, Inc.

Atlanta Children's Health Network, Inc.

Scottish Rite Pediatric Network, Inc. d/b/a The Children's Health Network

Emory-Egleston Children's Heart Center, Inc. d/b/a Sibley Heart Center Cardiology



