

Applicant Agreement

1. **Waiver of Liability.** In consideration that I am being permitted to participate in Samaritan Health Services' Patient Family Advisory Council (e.g., meetings, group work, etc.), I, the undersigned, in full recognition and appreciation of the dangers and hazards inherent in this activity, agree to assume all risks and responsibilities surrounding my participation in this activity. Further, I do for myself, my child/children, my heirs, and personal representative(s) agree to defend, hold harmless, indemnify, release, and forever discharge Samaritan Health Services (SHS), and its officers, agents, and employees from and against any and all future claims, demands, or causes of action, on account of damage to personal property, personal injury or death which may result from my participation in any SHS Patient Family Advisory Council (PFAC) program.
2. **No Cell Phones.** I understand while in the role as a PFAC Advisor at SHS, whether onsite at an SHS facility or participating remotely with Protected Health Information (PHI), any usage of cellular devices is prohibited. All patient information and results must be kept confidential and may be reported only to those professionals directly involved with the patient's treatment and care. Failure to comply may result in dismissal from the site.
3. **Confidentiality.** I agree that I shall not, at any time during my role as a PFAC Advisor or after it has concluded, divulge or convey any confidential information, trade secrets, business plans, proprietary information, knowledge, data or property related to SHS or any of its affiliates or patients other than that which is in the public domain, unless authorized by SHS in writing. This specifically means that you may not share details about PFAC or any patients (or their families) that you may come into contact within any form, verbal or in writing, including any social media forum, such as Facebook, Instagram, SnapChat, et cetera. In the event of any violation or threatened violation of this section, SHS shall be entitled to immediate injunctive or other equitable relief in addition to any other remedies to which SHS may be entitled under law.
4. **HIPAA.** The Health Insurance Portability and Accountability Act (HIPAA) was enacted by Congress in 1996. HIPAA specifically protects the confidentiality of each individual's health information, and provides criminal penalties and fines for persons that breach that confidentiality. Being a part of the PFAC will place you in a medical environment and you will be personally responsible for complying with HIPAA; failure to do so may result in criminal prosecution. You may find more information about HIPAA and your responsibilities at www.hhs.gov/hipaa/.
5. **No Entitlement to Benefits or Wages.** I understand that I am not an employee of SHS or any of its subsidiaries or affiliates, and am not entitled to any wages or benefits, including, but not limited to: social security benefits, workers' compensation benefits, and retirement benefits.
6. **Responsibility to Cover Costs.** I understand and agree that I am solely responsible for any costs that I may incur by participating in the PFAC. These costs may include, but are not limited to: health screening, transportation, meals, and parking.
7. **Compliance with Law / Policies.** I understand and agree to abide by any and all applicable laws, regulations, and policies adopted by SHS, including the Code of Ethics.
8. **Health Insurance / Exposure to Infectious Agents.** I understand that PFAC activities may take place in a medical facility and that I may be exposed to infectious agents including bloodborne pathogens. I hereby represent and warrant that I have health insurance and agree to be liable for any charges for services I may receive related to emergency care and/or testing to determine exposure to infectious agents.
9. **Indemnification.** I agree to indemnify and hold harmless SHS, its subsidiaries, affiliates, officers, directors, agents, employees, and representatives ("Indemnified Parties," jointly and severally) from and against any and all liabilities or related, arising out of or in connection with the PFAC incurred by my wrongful acts, omissions, or misconduct. This shall be specifically construed to include, but not be limited to, any violations of the Health Insurance and Portability Act (HIPAA).
10. **Acknowledgment.** I have read the PFAC Advisor form for SHS and hereby certify that all information provided in this form is accurate, and that submission of this form does not guarantee placement into an experience. I further understand that approval and placement of an experience is at the discretion of SHS. Samaritan Health Services may terminate an advisor's term at any time and for any reason.