



Children's
of Alabama®

Children's of Alabama (COA) Visiting Observer Packet HIPAA and Risk Management Guidelines

Packet Contents:

Three Forms which REQUIRE Observer Signature:

1. Guidelines for Observers
2. Confidentiality and Nondisclosure Statement
3. Release of Liability Form

Please return completed forms to HIPAA@ChildrensAL.org (note spelling).
Please call the Privacy Officer at (205) 638-5959 if any questions.

IMPORTANT: The Person Being Observed (PO) is responsible to ensure completion of the Observer Packet prior to observation.





Children's of Alabama Guidelines for Observers

The general purpose of an observation is for an Observer to "watch and listen only with no patient contact and no research activity." There will be no access to clinical systems, no compensation, no fringe benefits, no educational credit, no employment information with Children's of Alabama (COA) in connection with this Observation.

The following guidelines apply to the Observer:

- Observer will not be permitted any direct, physical patient contact and may not perform any patient services, which includes, but is not limited to, performing the following functions: administering treatment and rendering services, taking medical history, performing physical examination, diagnosing and treating patient's condition, prescribing and administering drugs, obtaining patient consents, participate in patient care management including writing notes or orders in patient's chart, giving verbal orders related to patient care, performing and assisting in a procedure, or billing for services rendered.
- Observers will not be permitted to engage in research activity involving a research laboratory, research protocol, or a research project/paper. Observer will not be permitted to publish any
- Observer will not have access to COA computers and systems, this includes but is not limited to, network logon and/or password, direct access to any clinical application that contains Protected Health Information (PHI), COA email address, listing in the COA telephone directory. Observers must not access COA computers and systems under any other name. COA confidential information (including patient information) must never be removed from COA campus, whether in electronic or paper form.
- Observer must be clearly identified to all patients and staff, and permission must be obtained from the parent/legal guardian/patient for Observer to be present during any encounter/procedure. If a parent/legal guardian/patient requests an Observer to leave at any point during the encounter, the Observer must leave at once. An Observer must not behave or speak in any matter which leads the patient to believe that s/he is a healthcare provider at COA.
- Observer must not make any disparaging/negative statement regarding the observation at COA.



- Observers are prohibited from taking any photos, videos, or audio recordings regarding the observation at COA. Observer is prohibited from posting images or any activities he/she observes during the observation.
- Observer must be with the Person Being Observed (PO) during the observation.
- Upon arrival to the hospital, Observer must wear an identification badge. For the Benjamin Russell and Lowder campuses, the Observer must register at the Information Desk and obtain an ID badge. For all other locations, the Observer will check in with the PO.
- Observers are responsible for their health insurance, personal transportation, accommodations, meals, medical insurance, required immunizations, and any other personal expenses incurred while at COA. Observer will not be considered an employee, staff member, or agent of COA. There is no offer from or service contract with COA. Observer must not obligate COA financially or suggest or imply that s/he is acting with the authority of COA. Observer will not be entitled to salary, benefits, reimbursement of expenses or other compensation. COA will not provide any letters of reference, recommendation, or commendation on behalf of Observers.
- Observers must comply with all COA standards, rules, and regulations, including all applicable federal, state, and local laws pertaining to government health care programs. The PO or the Department Director where the visit is occurring may terminate the observation at any time.
- Observer dress code is professional- business or business casual attire (e.g., dress pants, dress shirts, and close-toed shoes).
- Observers may attend COA conferences, lectures, seminars, and committee meetings and observe both inpatient and outpatient clinical activities with prior approval from COA PO.

I understand and agree to abide by the expectations outlined above:

_____	_____	_____
Observer Printed Name	Observer Signature	Date



COA Confidentiality and Nondisclosure Statement

The mission of Children's of Alabama (COA) is to provide the finest pediatric health services to all children in an environment that fosters excellence in research and medical education. COA will be an advocate for all children and work to educate the public about issues affecting children's health and well-being. COA shall have as its values: trust, teamwork, compassion, innovation, and commitment.

I understand my legal and ethical duty to maintain and promote the confidentiality and privacy and security of Children's of Alabama (COA) confidential patient, employee, and business information (Confidential Information). By signing below, I (and have my employees and agents if applicable) agree to the following:

1. I am responsible for protecting Confidential Information used or obtained in the course of my services. Confidential Information is all information regarding specific patients, employees, staff or corporate data/information obtained through any source including patient medical records, employee files, computer printouts, electronic information systems, or private conversation is confidential. It is my responsibility to maintain confidentiality of this data/information.
2. I am responsible for conducting myself in accordance with the applicable laws (i.e. the Health Insurance Portability and Accountability Act-HIPAA), standards of the applicable accreditation authorities, and the policies of Children's of Alabama (COA) governing Confidential Information that apply equally to verbal, written, or electronic information.
3. I will not misuse, misplace, or be careless with Confidential Information. I will appropriately shred Confidential Information in the authorized destruction bins and not discard it in the trash. I will only access, use, and disclose Confidential Information as authorized to perform my legitimate duties, on a role-based "need to know" basis, and never for my own advantage or for purposes other than its intended use, including records of my family members and me.
4. I will not divulge, store, copy, release, review, alter, and/or destroy any Confidential Information except as properly authorized by COA. I will never sell any Confidential Information. I will safeguard and not disclose my individual authorization to access confidential information (i.e., access code or password). I accept responsibility for all activities undertaken using my individual authorization.
5. I will never post or blog any COA Confidential Information including pictures, video or anything which can identify a patient. I will never place patient information on a thumb drive or other portable media device (i.e., phone/tablet/laptop), unless I have



prior appropriate written permission from my Supervisor and prior encryption from COA Information Technology (IT) Customer Support. I am responsible to contact (205) 638-6568 or gethelp@childrensAL.org for encryption assistance. I am responsible to prove the portable media device received encryption acceptable to COA IT. I will not take pictures or videos with my personal portable media device while at COA. I will password protect my portable media device if it has access to confidential COA information (including, but not limited to, connection to COA email).

6. I will immediately report activities by any individual or entity that I suspect may compromise the confidentiality, privacy, and security of Confidential Information, so corrective action can be taken. Reports made in good faith about suspected activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities. I will immediately report to: My Supervisor; COA Privacy Officer, (205) 638-5959; COA Information Technology Cybersecurity, HIPAA Coordinator (205) 638-7803; Children's 360 Report on COA desktop folder, and/or the anonymous COA Corporate Compliance Hotline at 1-800-624-9775 or at the corporate compliance link at www.childrensal.org.
7. I understand my obligations under this statement continue after termination of my services with COA. Upon termination of services, I must not access, use, store and/or disclose and must immediately return and cease to use any originals or copies of any file, document, record, and/or memorandum relating in any manner to Confidential Information.
8. I understand I have no right or ownership interest in any Confidential Information. COA may at any time revoke any access or use of confidential information.
9. During the course of performing my services and thereafter, I will safeguard and retain the confidentiality, privacy, and security of Confidential Information at all times. I am responsible if I misuse, misplace, misdirect, and/or wrongfully disclose any Confidential Information. I am responsible if I fail to safeguard my individual authorization to access Confidential Information. COA audits access to electronic record systems at any time.
10. I must wear my business Identification Badge at all times. I understand it must be kept visible, in order to be readable by others, to prove my identity.
11. I understand any inappropriate access, release, or use of confidential information may subject me to disciplinary action (including grounds for immediate termination of employment/services) and/or appropriate legal action, such as prosecution with law enforcement for an issue such as theft or malicious intent to cause harm (civil monetary fines and/or imprisonment). I understand my obligations are subject to review, revision, and renewal, as appropriate.

o **Duly Authorized Representative**

o **Printed
Name:**

o **Signature:**

o **Date:** _____



Children's of Alabama

Release of Liability for Observers

I take full responsibility from my actions during my observation at Children's of Alabama (COA). I hereby release Children's of Alabama (COA) and its employees, medical staff, and agents for any claims and demands that may occur during my observation at COA or thereafter.

I indemnify and hold harmless COA and any of its employees, medical staff, and agents related to my observation of COA. This release includes, but is not limited to, any and all liability for personal injuries, property losses or damage occasioned by, or in connection with any activity related to my observation.

By signing below, I do so voluntarily and agree to abide by all the rules and regulations from Children's of Alabama during and after the observation. A parent/legal guardian must sign if the Observer is less than 19 years of age.

Observer Name

Signature of Observer:

Date: _____

*****If under nineteen (19) years of age*****

Parent Legal Guardian Name

_____ Date: _____ Signature of Parent/Legal

Guardian