



THE CLEVELAND CLINIC FOUNDATION

**CENTER FOR ADVANCED SKILLS TRAINING
PARTICIPATION AGREEMENT**

The undersigned, a Center for Advanced Skills Training Physician Associate (“CAST Physician Associate”), in consideration of participation in the physician education activity identified below (the “Program”) at The Cleveland Clinic Foundation (the “Foundation”), does hereby understand and agree as follows:

1. I must complete the Foundation’s Application Form and provide any documentation and/or credentials requested prior to arriving at the Foundation and prior to commencement of the Program. If I am not a U.S. citizen, I agree to obtain a J-1 Visa or other temporary visitor status from the appropriate authorities and maintain and comply with all requirements of such status for the duration of the Program.
2. I acknowledge that I have and will maintain for the duration of the Program professional liability insurance with minimum limits on one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate.
3. I acknowledge that I have and will maintain insurance that will cover my medical expenses in the event I become ill or injured during my participation in the Program, including, if I am not a U.S. citizen, repatriation should that become necessary. If I do not have such insurance, I understand that I may be required to purchase such insurance in order to participate in the Program.
4. I agree to act appropriately and in a professional, courteous manner during my participation in the Program. I will maintain the confidentiality of any Foundation information I may observe or have access to during my participation in the Program and agree not use any such information for any other purpose outside of the Program. In the event the Program involves direct patient care, I understand that such patients are entitled to confidentiality and I hereby agree not to disclose, discuss or reveal any details about such patients to anyone other than those involved in the Program.
5. I will not use the name or likeness of the Foundation for any purpose, except as specifically approved in writing by the Foundation. All references to my participation in the Program will only use the approved language on the Certificate of Participation, if granted, and will not state or imply employment, affiliation, association, or other relationship with the Foundation.
6. In consideration of my being allowed to participate in the Program, I agree to release, indemnify, and hold harmless the Foundation, including its present and former Trustees, officers, employees and agents from and against any and all losses, expenses, claims, actions, liabilities, and judgments (including attorneys fees through the appellate levels), which I may have or accrue as a result of or arising out of my participation in the Program. I also agree that I shall be fully responsible for any and all loss or damage that I inflict upon any person or upon the Foundation’s facilities during my participation in the Program. I understand that this release is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio.
7. I shall be subject to the applicable rules and regulations of the Foundation, including, without limitation, the Conditions of Participation attached hereto.

Signature

Date

Print Name

Print Name of Activity



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CENTER FOR ADVANCED SKILLS TRAINING CONDITIONS FOR PARTICIPATION

All CAST Physician Associates participating in a physician education activity shall be subject to all applicable rules and regulations of the Foundation, including the following:

- A. CAST Physician Associates shall perform services for patients only when under the supervision of a Cleveland Clinic physician instructor.
- B. No CAST Physician Associate will be deemed to be an employee of the Foundation nor will the Foundation be liable for the payment of any wage, salary, or compensation of any kind for services provided by the CAST Physician Associate. Further, no CAST Physician Associate will be covered under the Foundation's Worker's Compensation, Social Security, or Unemployment Compensation programs.
- C. Each CAST Physician Associate acknowledges and understands that while at the Foundation and during participation in the Program, he/she may come into contact with airborne and blood borne pathogens and human biological tissues and materials, including cadavers. Each CAST Physician Associate acknowledges and is aware of the means of transmission of infectious diseases and agrees that he/she will:
 1. Adhere to all universal precautions to prevent transmission of infectious diseases.
 2. Handle all tissues with care to avoid contact with my skin or mucous membranes.
 3. Wear protective gloves at all times when handling the tissues.
 4. Observe extreme caution when using sharp instruments to avoid penetrating my or other's skin.
 5. Wear eye protection and gown when appropriate, which supplies are offered as a service of the Foundation.
- D. In consideration of, and as a condition of participation, each CAST Physician Associate agrees to release, indemnify, and hold harmless the Foundation, including its present and former Trustees, officers, employees and agents from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorneys fees through the appellate levels), which may accrue as a result of or arising out of personal injury, disease, sickness or death allegedly resulting from the handling of materials, contact with airborne pathogens, or any other contributing event at the Foundation.
- E. Each CAST Physician Associate acknowledges that the Foundation does not discriminate and will not tolerate discrimination by any person on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a disabled veteran or veteran of the Vietnam era in the conduct of the Program. Further, the Foundation is committed to providing a drug-free work environment. The Foundation, therefore, will not tolerate the unlawful or unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around Foundation property.
- F. All CAST Physician Associates shall abide by the applicable policies and procedures of the Foundation. If any CAST Physician Associate receives financial support, other than from his/her employer, for Program expenses, the receipt and use of such support shall comply with all legal guidelines, including the federal anti-kickback statute. Industry funding is not permitted to cover personal travel and lodging expenses associated with the Program. The Foundation reserves the right to exclude any Physician Associate from any portion of a Program as a result of non-compliance, disruptive conduct or behavior or other conduct or behavior which is considered by the Foundation to be detrimental or hazardous to its staff, employees, patients and/or visitors.

The conditions of participation in a CAST Program are subject to change, revision, amendment, modification by the Foundation, as the Foundation deems necessary and appropriate.