**PARTICIPATION AGREEMENT IN MEDICAL CANDOR PROCESS**

I will be participating in a medical candor process between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(insert patient’s/representative’s name) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert health care provider(s) and/or health care facility) under the medical candor process.

My relationship to the patient or involvement in the process is as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(e.g. patient’s relative, patient’s attorney, hospital representative, insurer consultant)

As a participant in the medical candor process, I understand and agree to the following:

* I understand that there are requirements under the Utah Medical Candor Act (“Candor law”) that I must be advised of in this Participation Agreement and that must be followed to comply with the law and to ensure that communications in the medical candor process remain privileged and confidential.
* I understand that the affected party (patient/patient’s representative) has been provided a written notice explaining:
  + Their right to receive a copy of the patient’s medical records related to the adverse event and to authorize their release to any third party;
  + Their right to seek legal counsel and to have legal counsel present throughout a medical candor process;
  + That there are time limitations for a malpractice action against a health care provider and that a medical candor process does not alter or extend those time limitations;
  + That, if the health care provider is a public employee or a governmental entity, participation in a medical candor process does not alter or extend the deadline for filing the notice of claim required under the Governmental Immunity Act of Utah;
  + The privileged and confidential nature of any medical candor process communication, material, or information, and the prohibition of recording any communication without the mutual consent of all parties to the medical candor process; and
  + An advisement that the affected party, the health care provider, and any other person that participates in a medical candor process must agree, in writing, to the terms and conditions of the medical candor process in order to participate.
* I understand and agree that any communication, material, or information created for or during the medical candor process, including a communication to participate in the medical candor process, is confidential, not discoverable, and inadmissible as evidence in a judicial, administrative, or arbitration proceeding arising out of the adverse event. This confidentiality and privilege requirement applies to communications made orally and in writing during the Candor process.
* I understand and agree that a party to the medical candor process may not record any communication without the mutual consent of all parties to the medical candor process.

My signature below affirms I acknowledge that:

* I have read this “Participation Agreement in Medical Candor Process” document;
* I understand and agree to all the requirements contained in this Participation Agreement;
* I understand that I may ask any questions about these Candor forms and the medical candor process before signing, and I understand that I may seek the advice of legal counsel prior to signing in order to ask any additional questions about this form, the medical candor process, and my obligations of confidentiality and privilege.

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Participant’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name