**PARTICIPATION AGREEMENT IN A CANDOR OPEN DISCUSSION**

I will be participating in a Candor open discussion between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(insert patient’s name) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert health care provider(s) and/or health care facility) under the 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 a Candor open discussion under the Candor process, I understand and agree to the following:

* I understand that there are requirements under the Colorado Candor Act (“Candor law”) that I must be advised of in this Participation Agreement and that must be followed to be in compliance with the law and to ensure that communications in the Candor process remain privileged and confidential.
* I understand and agree that all communications between the above-named health care provider(s), and/or health facility, the patient, and any others participating under the Candor process made in the course of an open discussion, including communications about this Participation Agreement and the initiation of an open discussion are privileged and confidential and shall not be disclosed. All Candor communications are NOT subject to legal discovery, subpoena, or other means of legal compulsion for release, are NOT admissible as evidence in a proceeding arising directly out of the adverse health care incident, including a judicial, administrative, or arbitration proceeding, and do NOT constitute an admission of liability. This confidentiality and privilege requirement applies to communications made orally and in writing during the Candor process.
* I understand that an “open discussion” is defined under Candor law as all communications made under Candor, and includes “memoranda, work product, documents and other materials that are prepared or submitted in the course of or in connection with communications” under the Candor law.
* I understand that communications, memoranda, work product, documents, and other materials that are otherwise subject to discovery and not prepared specifically for use in an open discussion in the Candor process, are not confidential under the Candor law.

My signature below affirms I acknowledge that:

* I have read this “**Participation Agreement in a Candor Open Discussion**” 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 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 Candor process, and my obligations of confidentiality and privilege.

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Participant’s Signature Date

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

Name