

ATTACHMENT A

STUDENT RESPONSIBILITIES ACKNOWLEDGEMENT

I, _____, a student at _____ ("School") in the _____ Program desire the opportunity to obtain clinical experience through participation in an education experience at _____ ("Facility").

1. I understand and agree to abide by: (i) all applicable Facility policies and procedures, including, without limitation, personnel policies and procedures of Facility, including the Ethical and Religious Directives for Catholic Health Care Services as found at <http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf>; and (ii) the requirements of the local Department of Community Health, The Joint Commission and other applicable federal, state, county agency, and/or accreditation bodies. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned educational experience.

2. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Facility's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my educational experience. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.

3. I have been provided the necessary HIPAA training and understand and agree to: (i) appropriately access and disclose patient information; (ii) appropriately use Facility's information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Facility's patient information.

4. I understand and agree to the following terms:

- a. As part of the educational experience, I am not, and will not be, an employee of Facility and will therefore will not be eligible for any of the compensation or benefits that Facility's employees receive;
- b. The training provided by Facility is general in nature, and a practical application of material taught in a classroom and is similar to what would be given in a vocational school or academic educational institution;
- c. I am not guaranteed employment with Facility following completion of the training period;
- d. All training provided by Facility is for my benefit, and not the benefit of Facility. Although the externship opportunity may include direct, hands-on training opportunities for me, Facility receives no immediate economic advantage from my activities and, on occasion, Facility's operations may be impeded by my presence or work;
- e. During the training period, I will train under the close supervision of Facility's employees, and will not replace existing Facility employees; and
- f. If I am currently employed by Facility in another position, the clinical learning experience will take place outside of my regular working hours, none of the educational experience activities will be directly related to my current job, I will not perform any productive work during the educational experience or displace workers, I will work only under close supervision of a Facility employee or physician, and for anything outside the educational experience, I will clock-in so I will receive pay for services I provide as an employee.

5. I authorize all necessary exchanges of information between Facility and School related to me and my participation in the educational experience.

6. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my educational experience.

7. I agree to act only within the scope of my educational experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Facility supervisor.

8. I have been appropriately immunized as required under the Master Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the educational experience and further agree to make the results of any such additional examinations available to Facility upon request.

9. I understand that Facility may make emergency care available to me during the term of my educational experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by Facility, including any emergency care.

10. I understand and agree that Facility retains the right to remove me at any time, if Facility deems such removal to be in the best interests of Facility and its patients.

11. I agree to release Facility from any liability for the loss of or damage to my personal property while on Facility property. I agree to be liable for and indemnify Facility for any claims made against Facility which are based solely on any of my activities. By signing this Student Responsibilities Acknowledgement, I, and my parent or guardian if applicable, acknowledge that I understand the risks of participating in the educational experience and hereby release Facility, its administration, Board of Trustees, employees and agents from any and all liability from my participating in the educational experience. I agree that this Student Responsibilities Acknowledgement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

Signature

Date

Printed Name

Program

PARENT/GUARDIAN (If student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature

Date

Printed Name

Program