

**Salina Regional Health Center**

And

**Salina Surgical Hospital**

**Student Confidentiality Statement and Acknowledgement/Release**

This Student Confidentiality Agreement (the "Agreement") is effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Salina Regional Health Center ("SRHC") and \_\_\_\_\_ enrolled ("Student"), a student currently enrolled at \_\_\_\_\_ to participate in clinical activities at the Hospital. Student agrees as follows:

**Intern Acknowledgement~Release:**

The student intern and their parent(s) or guardian(s), if the student is under age eighteen (18), understand that working in and around a health center involves health risks and other risks to the student intern, including but not limited to, the exposure to contagious diseases. Salina Regional Health Center (SRHC) and Salina Surgical Hospital (SSH) (hereinafter collectively referred to as "Hospitals") assume no responsibility of student intern actions or activities that fail to respect guidelines and limitations established by SRHC and SSH.

With this understanding, the student intern and representatives hereby expressly release, discharge, waive, and hold harmless the Hospitals and any and all of their affiliates, subsidiaries, employees, agents and insurers from any and all liability of whatsoever nature and from injuries, sickness or other damages, physical as well as emotional, and property damage suffered by student during participation in the clinical activities.

**Confidentiality:** Student acknowledges that as a result of the clinical activities, he/she may have access to confidential information, including the identity of the patient. Student shall hold confidential all patient, facility and hospital information obtained as a participant in these activities and not to disclose any personal, medical or related information to third parties, family members, other students and teachers. Student is committed to protect and safeguard from any oral and written disclosure all confidential information with which he/she may come in contract. Student shall not be permitted to view or copy the surgery schedules and/or have access to patient medical records. Except as permitted or required by this Agreement or by law, Student will not use or disclose patient information in a manner that would violate the requirements of 45 CFR Section 165.504 and 164.506(e), known as HIPAA Privacy and Security Standards contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Student acknowledges that any breach of confidentiality or misuse of information may result in termination of Student's access to the Hospitals, the potential termination of the Hospitals' relationship with Student's school and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or the owner of the confidential information and accordingly, the patient or owner of such information may seek legal remedies against the Student.

**Fitness:** Student shall provide evidence that Student is fit for participation in the clinical activities, including, but not limited to the following: (i) documented evidence of a negative Mantoux (TB) test (P.P.D.), or if a positive prior test, a letter from a physician/employee health demonstrating a current physical with a negative chest x-ray given within the past 12 months; (ii) documented evidence and/or verbal verification of measles, mumps, and Rubella testing or evidence of acceptable immunization; and (iii) disclosure of any exposure to infectious/contagious diseases within the last 21 days. Exposure within 21 days will prohibit entrance into the operating room. Student shall immediately notify Hospitals should any illness or other health condition arise that may limit Student's participation in the clinical activities. Students will not come to the Hospitals if not feeling well.

**Compliance with Policies and Rules:** Student shall abide by all applicable rules, policies and instructions, whether verbal or written, while participating in the clinical activities. Student shall review the Salina Regional Health Center information regarding bloodborne pathogens, hazardous chemicals, TB prevention, fire safety, electrical safety, and emergency preparedness. Student agrees to wear appropriate attire, including an identification badge identifying him/her as a student, if requested by Hospital.

**Limitation:** Student understands that by signing this Agreement, Student is not guaranteed participation in any clinical activities at Hospital. Eligibility of participation shall be determined exclusively by the Hospital, in its sole discretion.

**Withdrawal of Unsatisfactory Student:** Either of the Hospitals may require the Student to immediately withdraw from the clinical activities for any Student whose conduct, demeanor or cooperation is unsatisfactory to the Hospital, in the Hospital's sole discretion.

**Assignment:** This Agreement and/or rights, duties or obligations hereunder, may not be assigned by any party hereto.

Student

Parent or Guardian (if Student under age 18)

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Dated:

Dated:

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