

**STUDENT CLINICAL EDUCATION AGREEMENT**

THIS AGREEMENT, made and entered this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Pontotoc Health Services, Inc., dba North Mississippi Medical Center-Pontotoc, a Delaware not-for-profit corporation ("NMMC-PONTOTOC"), and \_\_\_\_\_ (the "Student") of \_\_\_\_\_;

W I T N E S S E T H:

WHEREAS, NMMC-PONTOTOC operates a health care facility in Pontotoc, Mississippi, rendering health care services to persons in the Northeast Mississippi area;

WHEREAS, Student is a duly enrolled student in the \_\_\_\_\_ program (the "Program") of \_\_\_\_\_ (the "Institution");

WHEREAS, obtaining clinical training and experience is one of the requirements of the Program;

WHEREAS, NMMC-PONTOTOC makes its facilities available to enable students in the Program to obtain clinical training and experience to learn to apply the principles of classroom instruction (the "Clinical Education Program"); and

WHEREAS, the Student wishes to participate in the Clinical Education Program at NMMC-PONTOTOC;

NOW THEREFORE, in consideration of participation in the Clinical Education Program at NMMC-PONTOTOC, the Student agrees as follows:

1. The Clinical Education Program is part of the Student's prescribed course of studies at the Institution and has been planned by the Institution with the approval of NMMC-PONTOTOC.
2. The Student will comply with all policies and requirements of the Clinical Education Program and with all policies and requirements of NMMC-PONTOTOC. The Student recognizes and agrees that NMMC-PONTOTOC shall have the right to refuse the use of the facility to the Student if NMMC-PONTOTOC determines, in its sole discretion that the Student's behavior or performance is disruptive, inappropriate, insubordinate, inadequate or a potential threat to the welfare of patients, staff or for other reasons in the sole discretion of the chief administrator or department head of any department being used in the Clinical Education Program.

3. The Student recognizes and agrees that the Student will not be considered an employee of NMMC-PONTOTOC for any purpose whatsoever and that there is no contract of hire or apprenticeship, express or implied, between the Student and NMMC-PONTOTOC and no employer-employee relationship between NMMC-PONTOTOC and the Student.
4. The Student's work, activities, services, studies or duties in the Clinical Education Program are for the purpose of obtaining clinical education and experience in furtherance of the Student's studies in the Program, and are not performed in furtherance of the business of NMMC-PONTOTOC.
5. The Student will receive no payment or compensation from NMMC-PONTOTOC and has no expectation of any payment or compensation.
6. Before participating in direct patient care, the Student agrees to submit to NMMC-PONTOTOC the following:(1) documentation of having received two live measles containing vaccinations after your first birthday, (2) documentation of initial two step and up to date TB skin test followed by annual testing, (3) documentation of three Hepatitis-B vaccinations or in process, (4) documentation of having received a tetanus containing vaccination within the past 5 years and a prior tetanus/diphtheria/pertussis (5) documentation of flu vaccine October-March or alternatively agrees to sign a waiver and wear a mask when in a NMHS owned or operated facility. Medical contraindications to vaccines and positive TB skin test follow-up must be reviewed by NMMC-PONTOTOC-Tupelo Employee Health.
7. The Student will furnish to NMMC-PONTOTOC proof of coverage with student liability insurance with professional and personal coverage in amounts acceptable to NMMC-PONTOTOC, and will maintain such coverage while participating in the Clinical Education Program.
8. It is agreed that the parties will not discriminate against any qualified employee or any qualified applicant for employment because of race, color, creed, national origin, or ancestry, and that they will include a similar provision in subcontracts.
9. As a Student with access to confidential information, the Student is required to conduct him/herself in strict conformance with applicable laws and NMMC-PONTOTOC policies regarding confidential information. The Student's principal obligations in this area are explained below:
  - a. Confidential Information means documents and shall include written and other tangible materials containing health information, medical records, conversations, billing information, financial information, demographic

information, employment information of patients at NMMC-PONTOTOC, its affiliates and other affiliated health care providers.

- b. Use of Confidential Information - Student shall not disclose such confidential information for any purpose or any reason other than in the active treatment of patient, in conjunction with the legitimate and authorized functions of the Program (i.e., quality assurance, medical education, medical teaching and medical research) or other instances where specific written authorization has been provided (i.e., third party payor utilization review).
- c. Access to Confidential Information - Student shall take appropriate measures to assure the confidentiality and security of any information accessed by Student. Confidentiality applies to both computerized records, paper records and all other forms of recordation (i.e., x-ray films).
- d. Duration - Student's obligation of confidentiality as expressed herein shall extend perpetually and shall survive Student's enrollment in the Program.
- e. Student Obligation.
  - i. Student agrees that the patients have legal rights under both federal and state law regarding their personal privacy and confidentiality of their medical information.
  - ii. Student agrees that he/she is responsible for maintaining and safeguarding patient information.
  - iii. Student agrees not to discuss his/her involvement in the treatment of any patient, whether a friend, relative or stranger, with any individual, including other students, employees, or members of the medical staff, except for a) the active treatment of a patient, b) express authorization by the patient, c) a legitimate and authorized education function, medical research or d) instances where specific written authorization has been provided.
  - iv. Student also agrees that NMMC-PONTOTOC provides Student with broad access to patient computerized medical records for better patient care. In order to access the computerized medical records, Student is issued a password by NMMC-PONTOTOC's Management Information Systems. Student agrees to safeguard the password and not allow anyone else to use his/her assigned password.
  - v. Student agrees to be responsible for failure to safeguard his/her access code and is responsible for immediately notifying

Management Information Systems and Student's superior if Student believes that Student's access code has been broken or compromised.

- vi. Student also agrees not to use the computer access to view patient confidential information records on any patients (whether a colleague, friend, family member or employee of North Mississippi Health Services and its subsidiaries) unless Student is actively involved in the patient's treatment, has express authorization from the patient or is reviewing the records pursuant to a legitimate and authorized medical staff function or other instances where specific written authorization has been provided.
- vii. Student understands that the transaction he/she performs using a computer system will be recorded and subject to specific and periodic random audits.
- viii. Student understands that North Mississippi Health Services and its subsidiaries operates a tobacco free campus and will abide by the policy.
- ix. Student agrees to comply with JCAHO Standards.
- x. Student agrees that any information culled for the purpose of research will only be used in an accumulative fashion and no patients names or identifying information will ever be disclosed or used in any research project or documented in any fashion by student.
- xi. Student represents that he/she has not been disbarred or sanctioned by Medicare or Medicaid.
- xii. Student understands and agrees that he/she is prohibited from placing information about patients, staff, and employees of NMMC-PONTOTOC on blogs, web pages, and other electronic media (e.g. MySpace, Facebook, etc.).
- xiii. Student understands that if he/she violates any of the above, Student will be terminated from the program.

IN WITNESS WHEREON, the Student has executed this agreement as of the day and year first written above.

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STUDENT