

CONFIDENTIALITY ACKNOWLEDGEMENT
RE: PROTECTED HEALTH/PROPRIETARY INFORMATION
AND
AGREEMENT RE: STUDENT CLINICAL EXPERIENCE AND
RELEASE OF EDUCATION RECORDS

I understand that by virtue of my participation and/or enrollment in Course No(s).

_____ at Murray State University, I will be assigned to the following facility(s):

_____.

In connection with such assignment, I hereby authorize Murray State University to provide such education records concerning me as may be required by the facility, including but not limited to, documents containing grade information and classification status, criminal background check and drug test information and information as to immunizations and such other medical documentation as may be required.

In connection with such assignment(s), I also agree to adhere to the following:

In connection with my clinical training/internship/practicum [hereinafter referred to as “clinical experience”], I recognize that I may have access to oral information and review of records and charts of patients, whether by paper copy or computer/electronic files, which may contain protected health information, the unauthorized disclosure of which is prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as well as other proprietary/confidential information of the clinical experience facility(s) including but not limited to policies, procedures, trade secrets, trade information, business practices, information systems, security passwords, financial information, and other proprietary information. I further acknowledge that in certain facilities I may also have access to student information/documents (whether oral, paper/hard copy or electronic) which constitutes confidential information under the Family Education Rights and Privacy Act (FERPA) and other state laws. I hereby acknowledge that all such patient information, student information and proprietary facility information as set forth above is confidential information and hereby agree to maintain the confidentiality of same [hereinafter referred to collectively as “confidential/proprietary information”]. I further agree and acknowledge that I will not remove any documents, papers, electronic files or data from the facility(s) at which I am engaging in my clinical experience, nor will I copy any such documents or electronic files/data for use or disclosure other than as

directed by appropriate staff at the clinical experience facility(s) and will only access information on a “need to know” basis. I further agree to abide by all policies of MSU and the facility(s) to which I am assigned. I understand that the confidential/proprietary information to which I am privy shall remain confidential after completion of the course(s). I understand that any disclosure by me of such confidential/proprietary information, at any time, whether orally, hard copy/paper or electronically, including removal of same, could subject me to substantial civil as well as criminal penalties imposed by law. I further acknowledge and fully understand that the disclosure by me of confidential/proprietary information to any unauthorized person is also a violation of Murray State University’s policy and could subject me to academic discipline and other disciplinary action by Murray State University. It is hereby acknowledged that my responsibility to maintain the confidentiality of such confidential/proprietary information shall apply to any facility in which I am placed for clinical training/instruction/observation during my tenure as a student at Murray State University regardless of whether or not said facility is specifically listed above.

I further agree that should confidential/proprietary information be disclosed by me in any manner or form or copies made or distributed (paper or electronic) by me in violation of this agreement, FERPA, or any rules or policies of MSU or the facility to which I am/have been assigned, HIPAA, or any other applicable laws or regulations, I will immediately notify the faculty person assigned to me/my clinical experience or the Department Chair. In such event (as well as any situation where Murray State University becomes aware of a breach or allegation of a breach of confidentiality by any other means which involves me or is alleged to involve me), I hereby authorize Murray State University to inform the clinical facility whose confidential/proprietary information has been or may have been breached and provide to that facility any information/records, including education records, regarding myself and said breach of confidentiality or allegation thereof as may be deemed appropriate by Murray State University in its sole discretion and I hereby specifically waive any and all rights regarding such disclosure under the Family Education Rights and Privacy Act (FERPA).

The MSU Counseling Program prohibits the unlawful or unauthorized access, use or disclosure of confidential information obtained during the course of student Practicum/Internship. As a condition of being a student, MSU Counseling students shall be required to sign the MSU Counseling Program Confidentiality Agreement. The MSU Counseling program provides education and training for each of its student members on the importance of maintaining confidentiality and the specific requirements of the ACA Code of Ethics, ASCA Code of Ethics and state and federal laws protecting the privacy of students and clients.

Violation of Confidentiality Policy.

Individuals shall not use, or disclose Confidential Information in violation of the law or contrary to MSU Counseling Program policies or Ethical Guidelines. Each individual Practicum/Internship student must maintain and protect against the unauthorized access, use or disclosure of Confidential Information. Any access, use or disclosure of Confidential Information in any form – verbal, written, audio/videotaped or electronic – which is inconsistent with or in violation of this Policy may result in disciplinary action, including but not limited to, immediate removal from the academic program.

All MSU Counseling Program Faculty and others subject to this Policy must report any known or suspected incidents to use or disclose Confidential Information in violation of this Policy or in violation of the law.

By signature below, I hereby acknowledge that I am 18 years of age or older and that I agree to the terms and obligations as set forth above.

Print Student's Name.

Student's Signature

Date Signed