COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In order to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA), a privacy law that became effective April 14, 2003, the following rules for protecting patient health information (PHI), the following rules for students enrolled in the Practicum and Internship courses apply:

1) When clients/students/patients from practicum/internship sites are discussed verbally in class, the information must be communicated in a way that guarantees the privacy of that individual, i.e. the facts should not easily identify the person.

2) All written work related to weekly logs and/or written summaries of a taped presentation will be distributed ONLY to the instructor. This written work must conceal all identifying information. The instructor will read these, and any other written materials, and return them to the student by the next class meeting. All PHI obtained from a student, whether verbal or written, will be held confidentially by the course instructor, who will use safeguards to prevent any further use and disclosure of this information.

3) ALL students will be required to obtain a signed authorization to tape a student/client/patient counseling session. It is the responsibility of the student to have the signed consent/permission slip indicate that: 1) the tape is being used for training purposes, 2) the tape will be kept in strictest confidence, 3) the individual’s identity will be kept secret, 4) it will not be played in the presence of any unauthorized person, and 5) the tape will be destroyed after its use.

4) The instructor will not accept any materials involving PHI by e-mail or FAX transmission.

5) Students must keep in a secure place all files, diskettes, or electronic files in their possession. In addition, it is important to store all PHI information on floppy disks, or equivalent, particularly if you have an internet server, and to keep the disks in a locked, secure place.

6) The instructor will not keep any PHI written information in her/his possession. In addition, all materials produced by a student (i.e. tapes, personal written notes, copies of logs or other materials that contain PHI, as well as any written materials that are returned to Practicum/Intern students by the instructor), MUST BE DESTROYED WHEN THE COURSE IS COMPLETED.

If there are any questions, please contact the Program Director or course instructor.

I have read, understand, and agree to the above stated criterion as they apply to the Health Insurance Portability and Accountability Act (HIPAA).

_________________________________________  ______________________
Student Signature                        Date

If there are any questions, please contact the Program Director or course instructor.
RELEASE AND INDEMNIFICATION AGREEMENT
FOR
PRACTICUM AND INTERNSHIP STUDENTS

Student Name (please print): __________________________

Dates of Practicum/Internship: __________________________

Name and Address of Practicum/Internship Site: ________________

I, the above named student, certify that I am eighteen years of age or older, and have voluntarily applied to participate in the above Practicum/Internship, as part of the Professional Counseling Program at Mount Mary University. I acknowledge that the Practicum/Internship experience may expose me to hazards or risks that may result in my illness, personal injury or death. I understand and appreciate the nature of such hazards and risks.

In consideration of my participation in the Practicum/Internship, I hereby accept all risk to my health and of my injury or death that may result from such participation. I hereby further release the University, its governing board, officers, employees, and representatives from any liability to me, my personal representatives, estates, heirs, next of kin, and signs for any and all claims and causes of action for loss of, or damage to, my property, and for any and all injury to my person, including my death, that may result from, or occur during, my participation in the Practicum/Internship, whether caused by negligence of the University, its governing board, officers, employees, and representatives or otherwise. I further agree to indemnify and hold harmless the University, its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligence or intentional act, or omission, while participating in the described Practicum/Internship.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH, OR DAMAGE TO MY PROPERTY, THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED PRACTICUM/INTERNSHIP, AND FURTHER UNDERSTAND THAT IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

____________________________________
Student Signature

____________________________________
Date

____________________________________
Witness

____________________________________
Date