EXHIBIT A
TEXAS A&M UNIVERSITY – CORPUS CHRISTI
NURSING/CLINICAL STUDENT DISCLOSURE AND CONFIDENTIALITY AGREEMENT

DISCLOSURE

Texas A&M University-Corpus Christi University expressly discloses that students participating in the Clinical Placement Program might be required to provide a health and immunization report, proof of medical insurance coverage, and may be subject to a criminal background check as a prerequisite to entering the Program. The Program students may be excluded from the Program based on information provided in such reports.

CONFIDENTIALITY AGREEMENT

Student agrees and understands that some patient and employee information is confidential. This information may be from any source and in any form. Student understands that confidential information may include, but is not limited to, the examples of breach of confidentiality noted below, and the following types of information:

1. Patient and/or Family Member information such as patient records, conversations with health care providers, and financial records.

2. Employee, Volunteer, Student, and Contractor information such as salaries, employment records, and disciplinary actions.

3. Business Operations Information such as financial records, business reports, memos, contracts, computer programs and software, and technology.

4. Third Party information such as vendor contracts, computer programs, and technology.

5. Operations, Improvements, Quality Assurance, and Peer Review information such as reports, presentations, and survey results.

6. Examples of breaches of confidentiality; what a student should not do:

   A. Accessing information that you do not need to accomplish your learning objective:
      • Unauthorized reading of a patient's financial account information
      • Unauthorized reading of a patient's medical chart
      • Accessing information about yourself, your children or family members, your friends or other students
B. Sharing, copying or changing information without proper authorization:

- Making unauthorized marks or comments on a patient’s chart
- Making unauthorized changes to an employee file
- Discussing confidential information in a public area, such as a waiting room or elevator
- Unauthorized disclosure of patient’s financial account information
- Unauthorized disclosure of patient’s medical information and/or chart
- Removal of official documents from the agency such as patient records (either part or whole)

C. Sharing of sign-on code and password, if student has been given computer access at health care facility:

- Giving anyone your password, so he or she can log into your files
- Giving an unauthorized person the access codes for employee files or patient accounts
- Using someone else’s password to log into the health care facility computer system
- Unauthorized use of a login code to access employee files or patient accounts
- Using someone else’s computer after she/he has logged in, to access information for which you do not have authorization
- Allowing anyone to use your computer after logging for him/her to access information for which he/she does not have authorization

7. **Student agrees to:**

A. Only access confidential information if necessary to accomplish the learning objectives of the Clinical Placement Program

B. Not release any information that may be confidential without verification that the release is authorized

C. Follow any and all licensed health care facility procedures for dealing with confidential information, including the destruction of such information

D. Keep computer access password a secret, and to not use anyone else’s computer access password, if applicable

E. Notify supervisor of any known or suspected misuse of confidential information
8. Student has received training from the University regarding under the Health Insurance Portability and Accountability Act (HIPAA), Protected Health Information as defined in 45 C.F.R. Section 164.501 and Individually Identifiable Health Information as defined in 42 U.S.C. Section 1320d.

9. Student has received training from the University regarding Blood borne Pathogens in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens (29 CFR Part 1910.1030).

10. Student understands that pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University has designated the Clinical Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the Clinical Placement Program to the extent that access to the records are required by the Clinical Facility to carry out the Clinical Placement Program. The Clinical Facility has agreed to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

11. Student understands that Clinical Facility requires a criminal history background check on each and every student, staff and faculty member as a condition for participation in the Clinical Placement Program. Student will be required to personally obtain the criminal background check. Clearance information will be provided to Clinical Facility by University. Should the background check disclose adverse information, student shall immediately be removed from participation in the Clinical Placement Program at Clinical Facility.

Student agrees that he/she has read and understands this Disclosure and Confidentiality Agreement, and agrees to comply with its terms. Student understands that failure to comply with this Disclosure and Confidentiality Agreement may result in expulsion from the Clinical Placement Program, and/or civil and/or criminal penalties. By signing below, I hereby authorize University to release my criminal background check information to Clinical Facility as set out in Paragraph 11 herein.

Signature: _______________________
Print Name: _______________________
Dated: ___________________________