LEXINGTON MEDICAL CENTER

STUDENT EXPERIENCE FORMS

Student Information (please print)

Last Name: _____ First Name: _____ Middle Initial: _____

Date of Birth: _____ Last 4 of SS: _____

Address: _____

Contact Numbers: (Home) _____ (Cell) _____

Email Address: _____

Emergency Contact: _____
(Name) (Phone) (Relationship)

School: _____ Program: _____

Anticipated Graduation Date: _____

School Representative: _____ Email Address: _____

Preceptor Information (please print)

Preceptor Name: _____ Department: _____

Student experience start date: _____ End date: _____

_____
Student Signature Date

PLEASE ATTACH A COPY OF YOUR SCHOOL ISSUED ID

LEXINGTON MEDICAL CENTER

TO: All Concerned Individuals

FROM: Tod Augsburger, President/CEO

SUBJECT: Breach of Confidentiality

Please read and be aware of the penalties for breach of confidentiality.

“I agree to hold in strict confidence privileged information concerning the hospital, its patients and employees. I know that confidential treatment of all communication and records pertaining to a patient’s care are assured in the patient’s bill of rights.

I acknowledge that betrayal of such confidence is grounds for immediate termination of employment or contract, internship or similar relationship with the hospital, and that I may be held liable for damages in the event that a patient’s interest are harmed due to breach of confidentiality.

I understand that under 42 U.S.C. Section 1320 c-9(c) of the Social Security Act, penalties may be a fine of not more than $1,000 and/or imprisonment for not more than six months for breach of confidentiality of medical identifying data, patterns of care, etc., on Medicare and Medicaid patients and patients of certain other third party payers.

I also understand that under 42 U.S.C. Section 1320 d-6 of Health Insurance Portability and Accountability Act, any improper use or disclosure of protected health information could result in penalties up to $50,000 and one year in prison per offense, up to $100,000 and five years in prison per offense if committed under false pretenses, and up to $250,000 and ten years in prison per offense if committed with intent for commercial advantage, personal gain, or malicious harm.

In addition, I acknowledge that any results obtained through review of patients’ medical records are for the sole use of Lexington Medical Center pursuant to the quality assurance program within the hospital and subject to the confidentiality provision of Section 40-71-20 of the Code of Laws of South Carolina.

_____ _____

Signature Last 4 digits of SS number

_____

Date

LEXINGTON MEDICAL CENTER

HIPAA WATCH

HIPAA stands for Health Insurance Portability and Accountability Act. HIPAA is a federal law that was established in 1996 in an effort to allow options for persons to maintain their health insurance when they moved from one job to the next. HIPAA also insures the employee's right to receive health insurance regardless of pre-existing conditions. Additionally, HIPAA outlines mandatory practices that all covered entities have to adopt in order to protect patient privacy. A covered entity is any health care provider (hospitals, physician practices, urgent care centers, etc.), health care clearinghouse (health claims billing agency) or health plan that submits claims electronically.

LMC is dedicated to maintaining patient privacy and securing protected health information from inappropriate use or disclosure:

- **PHI**-Protected Health Information is any **Individual Identifiable Health Information** transmitted in any form or medium (oral, paper, electronic). For example:
  - Patient's name, address, phone number, health beneficiary, license number, DOB
  - Patient's account number or unit record number
  - Diagnosis and reason for visit
  - Financial information

HIPAA penalties apply to both **Individuals** and **Organizations**. **You** as an individual can be held accountable for breach of privacy violations and receive the indicated penalties below:

Civil Monetary Penalties

$100 per violation, capped at $25,000 annually for each violation

Criminal Penalties

- Up to $50,000 and one year for knowingly obtaining or disclosing IIHI illegally
- Up to $100,000 and five years if done under false pretenses
- Up to $250,000 and ten years if intent to sell, transfer, or use for commercial advantage, personal gain, or malicious harm

Protection Strategies

Each employee assumes the responsibility of adhering to the policies that address privacy and security.

The following strategies will protect you and our patients:

- **DO** protect your password
- **DO** use good password choices
- **DO** keep patient information in a secure location
- **DO** remember to lock your workstation when left unattended
- **DO** verify any patient requests for restrictions
- **DO** verify any patient requests for confidential communications
- **DON'T** share your password with anyone
- **DON'T** work under anyone else's password
- **DON'T** let anyone work under your password
- **DON'T** leave passwords displayed on keyboards or monitors
- **DON'T** access PHI in any medium unless you have the right or need to know

On April 14, 2003, HIPAA changed the way we process, communicate, and disseminate patient information via the following methods:

- Determining which vendors qualify as Business Associates prior to entering into a contract agreement (see the administrative policy for Business Associates)
- Distribution of a Notice of Privacy Practices (NPP) to each patient one time (a document that details how we use and disclose PHI)
- Acknowledging that each patient has received a NPP
- Assuring the following patient's rights indicated on the NPP are met including:
  - Right to inspect and copy their PHI
  - Right to amend their PHI
  - Right to an accounting of disclosures of their PHI
  - Right to request restrictions of their PHI
  - Right to request confidential communications
- Utilizing HIPAA compliant authorizations prior to releasing PHI
- Notifying patients of the complaint process when they feel that there has been a breach in privacy by contacting our Privacy Officer

On April 21, 2005, the HIPAA Security Rule went into effect. This Rule changes the way we manage information system access, passwords, and system time-out features. It also impacts our process for using email, Internet, and intranet from computer workstations at our facility.

Privacy vs. Security:

- Privacy refers to WHAT is protected:
  - Health information about an individual, and the determination of WHO is permitted to use or disclose or access the information, is protected. Privacy is ensured by controlling access to information and protecting it from inappropriate disclosure and accidental or intentional destruction or loss.
- Security refers to HOW private information is safeguarded
- Privacy related complaints may be made by patients, family members, or visitors
- Privacy complaints can be made directly to Secretary of Department of Health and Human Services (Federal Branch) or LMC Privacy Officer (936-8235)

REMEMBER that YOU *as an individual can be held accountable for breaching privacy*

I M P O R T A N T - P O I N T S

Types of HIPAA Violations

- **Accidentally releasing patient information to a non-intended recipient, such as discussing patient information in public location**
- Accessing a patient record without a legitimate business need to know, such as ***looking up health records on/for friend, neighbor, or family member***
- Using another person's user ID
- Allowing another employee to access LMC information systems with my password
- Failure to log off when leaving station, allowing unattended and unauthorized access
- Purposeful break in Confidentiality Agreement

I have completed the following mandatory training:

“What is HIPAA and How to Comply With It?”

I understand that under 42 U.S.C. Section 1320 d-6 of Health Insurance Portability and Accountability Act, any improper use or disclosure of protected health information could result in penalties up to $50,000 and one year in prison per offense, up to $100,000 and five years in prison per offense if committed under false pretenses, and up to $250,000 and ten years in prison per offense if committed with intent for commercial advantage, personal gain, or malicious harm.

Student Name (Print)	Last Four Digits of SS#
Student experience dates	Student experience department
School Name	
Signature (Student)	Date

LEXINGTON MEDICAL CENTER

Workforce Development Agreement

1. Working and learning in a health care environment such as Lexington Medical Center requires maturity, responsibility and commitment.

2. While on any and all of the Lexington Medical Center campuses (Community Medical Centers, Physician Practices, etc.), I will refrain from smoking.

3. I realize I will be learning in a professional atmosphere and will portray a positive and professional image of myself while participating in the Workforce Development program at Lexington Medical Center.

4. I am expected to be on time for my assignment.

5. I understand that my experiences must be kept strictly confidential with regard to patients and employees of Lexington Medical Center.

6. I will not have personal visits or phone calls during the program.

7. I can be asked to leave the student experience at any time due to conduct deemed inappropriate by Lexington Medical Center.

8. I will not hold Lexington Medical Center responsible and hereby release and forever discharge Lexington Medical Center, it's agents, servants, representatives and staff from and against all liability and responsibilities for any injury, illness or sickness which may result from participation in the Workforce Development Program, and do hereby further agree to indemnify and hold harmless Lexington Medical Center, it's agents, servants, representatives and staff, from any and all liability in such regard.

9. I understand I must wear my **ID Badge** at all times while on the campus of LMC.

I, _____, understand the above statements and agree to abide by the rules and regulations of the Workforce Development Program at Lexington Medical Center.

_____
Signature

Return all completed forms to your school Career Specialist or Guidance Counselor