

## **MUSIC THERAPY STUDENT AGREEMENT**

THIS MUSIC THERAPY STUDENT AGREEMENT is made effective this \_\_\_ day of \_\_\_\_\_, 202\_\_ between Tallahassee Memorial HealthCare, Inc., a Florida non-profit corporation (“TMH”) and \_\_\_\_\_ (“Student”).

### **WITNESSETH**

WHEREAS, TMH is a non-profit Florida corporation which operates a hospital in Tallahassee, Leon County, Florida; and

WHEREAS, TMH operates a music therapy program for the benefit of TMH patients; and

WHEREAS, Student is enrolled in a music education program (“Program”) at an accredited educational institution (“School”) which provides education and training in music therapy; and

WHEREAS, Student desires to have certain learning experiences take place on TMH premises through the TMH Music Therapy Department (“TMH Internship”) as part of the Program; and

WHEREAS, TMH is willing to allow Student to participate in the TMH Internship learning experiences under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual agreements of the parties as hereinafter set forth, it is agreed as follows:

1. Program Description. Student shall provide documentation, as required by TMH in its sole discretion, of Student’s current enrollment in the School and participation in the Program. Student shall remain enrolled in School and participating in the Program, all in good standing, throughout the term of this Agreement. Student shall immediately notify TMH in writing if Student’s enrollment at School or participation in the Program is terminated, suspended or otherwise restricted in any manner. Any such terminations suspension or restriction of Student’s enrollment at School or participation in the Program shall be cause for immediate termination of this Agreement by TMH upon written notice.
2. Educational Responsibility. Student and School are solely responsible for the implementation and operation of the Program and the education, training and supervision of the Student, except as specifically set forth herein. TMH agrees to provide access, cooperation, learning experiences and evaluation to the Student through the TMH Internship to assist the Student in completing the competencies outlined by the American Music Therapy Association; however, TMH has no responsibility or liability for the faculty, curriculum, content, quality and/or evaluation of the Student’s participation in the Program or the School.
3. Coordination of Programs. Student’s activities at TMH shall be coordinated through the TMH-

appointed liaison, who is currently identified as the TMH Music Therapy Director (the “TMH Liaison”); Student shall report to the TMH Liaison as required by the TMH Liaison, but not less than weekly.

4. Orientation: Student will successfully complete the appropriate orientation required by the TMH Liaison before being allowed to participate in the Program at TMH.

5. Dress Code and Other Policies. Student shall dress in accordance with dress and personal appearance standards in accordance with TMH policies and procedures and shall wear the appropriate identification badge(s) as required by TMH.

6. Background Check and OIG and Medicare Exclusion Review/EPLS. Student shall successfully complete a background check and drug screen prior to the date the Student begins participating at TMH. It shall be the student’s responsibility to make timely arrangements for the background checks and drug screens and to pay all costs associated with such checks, in accordance with all TMH requirements. It shall be the responsibility of TMH to evaluate the results of the background check and drug screening. If TMH determines that Student shall not participate at its facility, TMH shall notify Student in writing. No student will be allowed into TMH until a background check and drug screen have been completed.

It is the policy of TMH to exclude from clinical experiences Students who have engaged in fraud or abuse of state and/or federal programs. As part of the clearance process, Student will be screened for exclusion from federal and state health care programs as part of the TMH clearance process; any such exclusion shall result in immediate termination of this Agreement.

7. Liability. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law.

8. Health of Participants. Student shall comply with all TMH employee health requirements and Infection Control Policies and Procedures including but not limited to immunizations and screenings for specified communicable diseases as required by TMH, at Student’s cost. TMH shall not be responsible for arranging for Student’s medical care and/or treatment if necessary, including transportation in case of illness or injury while participating in the Program at TMH. Student, at Student’s cost, shall have and maintain appropriate health insurance coverage, as required by TMH, during the term of this Agreement, and Student shall provide proof of such coverage.

9. Emergency Care. TMH will provide emergency medical care to Student if he/she becomes ill or is injured while participating in Program at TMH; however, Student (or Student’s health insurer) shall be responsible for the payment for such services and any related health care services.

10. Responsibility Statement/Insurance Coverage. In the event of injury or loss sustained by Student while participating in the Program at TMH, the liability of TMH shall be limited to the negligent acts and/or omissions of TMH employees. Student shall purchase and maintain, throughout the term of this Agreement, liability insurance coverage for any injury or loss sustained by Student while participating in the Program at TMH; such insurance shall be in amounts satisfactory to TMH, at a minimum of

\$1,000,000 per medical occurrence/incident with an aggregate of \$3,000,000, and Student shall provide proof thereof. Student shall also maintain professional liability insurance with coverage at a minimum of \$1,000,000 per medical occurrence/incident with an aggregate of \$3,000,000. Student shall provide TMH with written proof of such coverage, to TMH's satisfaction.

Student shall not voluntarily participate in any legal action against TMH, or contemplated against TMH, which may be brought by a person or entity not a party to this Agreement, except as may be required by law. In the event Student so participates, then TMH shall have the right to immediately terminate this Agreement upon written notice to Student.

11. Student Participation. Student shall engage in no patient activity or encounters other than as specifically authorized by TMH. All activities and encounters as part of the TMH Internship shall be under the supervision of the TMH Liaison identified above.

12. Confidentiality, Privacy and Security. Student shall comply with all federal and state law requirements (including but not limited to HIPAA), as well as TMH policies and procedures, relating to the privacy, security and confidentiality of information, records. Student shall execute the Information Access Security and Patient Confidentiality Agreement in the form attached hereto as Exhibit A and by reference made a part hereof. Student shall successfully complete all education and training required by TMH with regard to all applicable laws and regulations and any other confidentiality requirements of TMH.

Student agrees to keep strictly confidential and hold in trust all patient information and business, financial, corporate and proprietary information. Information in any medium, to include paper and electronic, shall not be removed from TMH facility, transmitted, e-mailed, copied or photographed or downloaded to any mobile device or storage media without the express prior written authorization in the proscribed form and format from the designated TMH liaison.

All information gathered by or provided to Student under this Agreement shall be confidential information and shall be the sole property of TMH, except as otherwise provided by law. Except upon the prior written consent of TMH, Student shall not use or disclose any information gathered by or provided to Student under this Agreement for any purpose not in conformity with state law and regulations. All TMH patient information and records shall remain the property of TMH. This confidentiality provision will survive the termination or expiration of the terms of this Agreement.

13. Policies and Procedures. Student shall abide by and be governed by the applicable policies and procedures of TMH, the TMH Code of Conduct and the TMH Compliance Program when participating in the Program at TMH. Furthermore, if TMH determines that any activity of Student is contrary to the general operational practices and policies of TMH, then TMH may immediately terminate this Agreement, in TMH's sole discretion, upon written notice to Student.

14. Program and TMH Internship Description. TMH shall work with the School and the Student to develop the appropriate curriculum and competencies for the TMH Internship in order to meet the requirements of the American Music Therapy Association and the Program. Student shall additionally provide, or cause to be provided, such other material or information as may reasonably be required by TMH with regard to the Program

in order to appropriately design and carry out the TMH Internship. TMH shall have the authority to take any action which may modify or limit the activities of Student at TMH in any way necessary for the best interests of TMH and its patients.

15. Clinical Responsibility. TMH will retain responsibility for the care of TMH’s patients and will reserve the right to modify or limit the activities of Student at TMH in any way necessary for the best interests of TMH and its patients.

16. Student Conduct. In the event Student’s work or conduct is not in full accord with TMH’s standards of performance or policies and procedures, the Information Access Security and Patient Confidentiality Agreement (Exhibit A) and/or this Agreement or upon the determination by TMH that Student’s presence is detrimental to the interests of TMH or its patients, then TMH shall have the right to require Student to cease Program activity at TMH immediately and immediately leave the TMH premises. This provision is in addition to the rights to terminate this Agreement otherwise set forth herein.

17. Independent Agent. Student shall not be considered, deemed nor shall represent themselves as agent, officer, servant or employee of the other party. TMH and Student agree that they will never act, or represent that they are acting as agent of each other, nor incur any obligations on the part of the other.

18. Modification or Termination. This Agreement constitutes the entire Agreement of the parties and supersedes any prior Agreements, whether oral or written. This Agreement shall not be modified unless in writing and signed by both parties. Either party may terminate this Agreement without cause thirty (30) days’ prior written notice to the other party, specifying that the termination be effective at the completion of the Program, not to exceed six (6) months except as otherwise set forth herein. This Agreement will terminate immediately upon breach of this Agreement or as otherwise provided in this Agreement.

19. Notices. Any written notices required by the Agreement or any other notices, reports, letters, etc., shall be mailed to the parties at the following respective addresses:

To TMH: Steven E. Haynes  
Vice President Chief Human Resources Officer  
Center for Health Care Careers/Human Resources  
Tallahassee Memorial HealthCare, Inc.  
1300 Miccosukee Road  
Tallahassee, FL 32308

To Student: \_\_\_\_\_

20. Binding Effect. This Agreement shall be binding upon the parties’ successors and assigns and legal representatives.

21. Term of Agreement. Subject to the provisions related to termination as hereinafter provided, the term of this Agreement shall commence on the effective date set forth above and shall continue for one (1) year or until completion of the Program experience at TMH, whichever is sooner.

22. Assignability. Neither party shall assign this Agreement without the written consent of the other party.

23. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall lie in Leon County, Florida. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to reasonable attorneys' fees and costs, through appeal, from the other party.

IN WITNESS WHEREOF, the parties have set their hands and seals below as of the date set forth above.

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

By: \_\_\_\_\_  
Steven E. Haynes  
Vice President Chief Human Resources Officer

STUDENT

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

By signing below, School acknowledges Student's participation in the Program and assents to the Student's participation at TMH in accordance with the terms of this Agreement.

SCHOOL

\_\_\_\_\_  
Name of School

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

TITLE: \_\_\_\_\_

**EXHIBIT A**  
**Tallahassee Memorial HealthCare, Inc.**  
**Information Access Security and Patient Confidentiality Agreement**

**The undersigned agrees and commits to the following statement:**

Tallahassee Memorial HealthCare, Inc. ("TMH") respects the confidentiality of our patients' medical information. We believe that patients have the right to have their medical information used appropriately for their care and to expect that caregivers will carefully protect the privacy of that information. The HIPAA Privacy and Security Standards, HITECH Act of 2009, Florida Statutes, and the related TMH Privacy and Security policies and procedures ("P&P's") (on the TMH Intranet) place certain restrictions on the processing, use, and disclosure of individuals' and patients' Protected Health Information ("PHI") and other Confidential Information. During the performance of duties, colleagues (employees), students, volunteers, and certain contract staff may have access to and/or be involved in the processing of Confidential Information, including but not limited to: patient PHI and electronic PHI ("ePHI") to include medical records; indexes of medical information; patient demographics, billing, and appointment history; confidential communications for diagnosis and treatment purposes; Human Resources ("HR") records; and other business, financial, corporate and proprietary information. TMH expects that all individuals who have been granted authorized access to Confidential Information will do so in a manner consistent with regulatory requirements, laws, and established TMH P&P's related to the transmission, use, and disclosure of Confidential Information and the security of TMH information systems and data.

**I understand and agree to adhere to the following:**

1. All information related to a patient's healthcare and treatment in any facility, department, or unit of TMH is considered "protected health information." This information can only be accessed and shared with those who have a "need to know" while performing duties related to treatment, payment, and healthcare operations ("TPO"). While performing my duties, I may have access to information concerning all TMH patients; however, only the minimal amount of information necessary to adequately perform my specific job responsibilities will be accessed.
2. No information concerning TMH patients will be used, disclosed, or discussed outside of TMH unless specifically authorized by the patient, permitted by the HIPAA Privacy Rule, or required by law. If I have any questions about the appropriateness of disclosure, prior to disclosure, I will make inquiry to the appropriate supervisor or Privacy Officer as indicated.
3. Patient information will not be discussed openly in a public environment, such as elevators, corridors, hallways, cafeterias, or at any other location where others may overhear comments. Discussions necessary for the care of the patient will be conducted as discreetly as possible.
4. Only authorized personnel may release copies of the patient's medical record and only in accordance with TMH policy and consistent with state and federal regulations. Patient information, such as name, date of birth, address, and/or social security number, will not be recorded on any documents which are removed from my work area or from the facility. Patient information may not be photocopied for personal or school-related use.

5. Telephone inquiries concerning a patient's condition must be referred to individuals who are authorized to respond to such inquiries. Disclosure of PHI over the telephone will be done in a manner that reasonably ensures protection of the information, to the greatest extent practicable, without interfering with the intended purpose of the communication.
6. Computer passwords will be kept confidential. Inappropriate use of or failure to maintain the confidentiality of any computer password will be cause for disciplinary action.
7. I shall not provide any opinion or testimony, in any form, concerning care provided at TMH or otherwise assist in any way, any attorney, plaintiff or prospective plaintiff or defendant in any cause of action against or contemplated against TMH unless subpoenaed or Court ordered to do so.
8. I will use my user identification code (user ID) and password solely in connection with my authorized access to information. I will take all necessary steps to prevent anyone from gaining knowledge or use of my user ID and password. I understand that my password is recognized as my personal signature on each computer function. For security purposes, I understand that if my account is inactive for 90 days or more, it will be disabled until notice is given by the authorized user or supervisor to reactivate.
9. I am responsible and accountable for all entries made and all records retrieved under my username and password.
10. I will use TMH information resources for business reasons only and will not use information resources for personal use. Under no circumstances will I utilize TMH information resources (specifically e-mail) for purposes prohibited by TMH's P&P's, or for personal benefit or gain, solicitation, or distribution of information that is not related to TMH business, with the exception of short informational messages approved by my supervisor.
11. I acknowledge that e-mail communications, computer systems, and any other information resources are not private and may be monitored by TMH to ensure that there is no unauthorized use of the company's systems. I also acknowledge that use of TMH communications facilities to convey offensive, harassing, vulgar, obscene or threatening information, including disparagement of others based on race, national origin, marital status, sex, sexual orientation, age, disability, pregnancy, religious or political beliefs, or any other characteristic protected under federal, state or local law, is strictly prohibited and can result in termination.
12. I will respect laws regarding copyrighted software and not make unauthorized copies of software, even when the software is not physically protected against copying.
13. I acknowledge that my obligations and responsibilities continue after termination of employment, contract or affiliation with TMH.
14. I will ensure that Anti-virus software is run by authorized information technology department staff on all new software loaded on TMH computers. I understand that I am not authorized to bypass this step.
15. I will sign off and/or physically secure a terminal or PC when leaving it unattended in an area open to unauthorized individuals.
16. I will not load copyrighted software, shareware and/or freeware, etc. (software programs that are not protected by copyright) on any TMH computer without prior approval by the Information Technology Department.
17. I will protect terminals, network devices and personal computers from theft and physical damage.
18. If applicable to my job description, it is my responsibility to correct colleagues' time; I must follow hospital policies set forth in the TMH HR P&P's (on TMH Intranet). I understand that failure to pay colleagues in accordance with hospital policy can and will result in disciplinary action up to and including termination.
19. I will follow the process established for patients to access patient records and accounts, and I will not access patient records or accounts for myself or family.
20. I will not remove PHI from TMH property either in hard copy or electronic form or on any mobile device, i.e., laptop, PDA, or storage medium, (i.e., CD, thumb drive, USB stick) without the written authorization as required by TMH P&P's.

21. I will report any violation of the information security and patient confidentiality policy to Supervisors, the TMH Security Officer or the TMH Privacy Officer.
22. I understand that violations of security and/or privacy rules and P&P's, whether due to carelessness or malicious intent, are causes for appropriate corrective action in accordance with HR P&P's, up to and including discharge, based on the seriousness of the breach.
23. I understand this agreement will not expire, however, will be reviewed annually.
  - All TMH colleagues' access is subject to be renewed at their annual review to re-enforce TMH's confidentiality and security policy, as set forth in the TMH HIPAA Security Program P&P's (on TMH Intranet).
  - All Non-TMH employees must review this Confidentiality agreement annually thereafter or at the beginning of a new engagement and/or contract when a break in continuous service is greater than two months, or as determined by the appropriate manager.
24. I acknowledge my access privileges are subject to periodic review, revision, renewal, or revocation and that I am obligated to maintain the confidentiality of any new information or systems I am granted access to in order to perform my specific job responsibilities.

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Student Name (print)

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Department

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Signature

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I.D. #

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Company or School Affiliation (if applicable)

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Date

**Student shall execute this Information Access Security and Patient Confidentiality Agreement during or before the Student's TMH orientation.**