

# **ATTACHMENT A**

## **Clinical Education Agreement**

This attachment is incorporated into the Clinical Education Agreement between Facility and School dated March 20, 2019 (“Clinical Education Agreement”) in support of the Chabot College Medical Assisting Program.

### **Medical Assisting Education Review**

These standard requirements are stipulated by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Medical Assisting Education Review Board (MAERB) Section III 3 – Curriculum- Practicum.

- A. This is an unpaid, supervised practicum of at least 160 contact hours (180 per college requirements) in an ambulatory healthcare setting, demonstrating the knowledge, skills, and behaviors of the of the MAERB Core Curriculum in performing clinical and administrative duties
- B. On-site supervision of the student must be provided by an individual who has knowledge of the medical assisting profession.

### **Evaluation**

Facility and School shall cooperate in setting regularly scheduled meetings between the appropriate School and Facility staff for the purpose of interpreting, discussing, and evaluating the Program and the clinical experience of the students. The final individual student evaluation will be completed by the instructor of record.

### **HIPAA Confidentiality**

Maintaining confidentiality of patient information: No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the training. The discussion, transmission or narration in any form by students or instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the training. Students and instructors shall use de-identified information only in any discussions with School, its employees or agents not participating as on-site instructors, unless the patient has first given express authorization using a form approved by SBMF that complies with applicable state and federal law, including the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act ("HITECH Act," 42 U.S.C. § 17921 et seq.), and the regulations promulgated thereunder (collectively referred to herein as "HIPAA"). To preserve patient confidentiality, students and instructors shall not be permitted to use any cameras or camera cell phones in the Facilities. Any student(s)/instructor(s) participating in the Program(s) under this Agreement must execute a Confidentiality Form prior to placement.

### **Compliance with Family Educational Rights and Privacy Act.**

As an educational institution, School is obligated to comply with the Family Educational Rights and Privacy Act (known as “FERPA” or the “Act”) in its handling of educational records of students enrolled in their programs. Facility has agreed to provide educational training to School’s students and as such will be an agent of School for the purposes of FERPA compliance. To the extent Facility generates or maintains educational records related to a student participating in the Program, Facility agrees to comply with FERPA, to the same extent as such laws and regulations apply to the School and shall limit access to only those employees or agents with a need to know. Additionally, for the avoidance of doubt, Facility

shall be able to rely on the exceptions under FERPA to share information as appropriate to resolve a health or safety emergency. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Facility as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School's records is required by Facility to carry out the Program.

<b>Specific Notice Requirements</b> (if different from notice contact identified in Section 17 of the Clinical Education Agreement):	Attn: Kristina Perkins Medical Assisting Program Director 25555 Hesperian Blvd. Hayward, 94545
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