

Note: This agreement is to be signed by all persons other than your EMS personnel who have or will have any access to protected health information, including students, 3rd riders, medical directors, attorneys working for you, et cetera.

**CONFIDENTIALITY AGREEMENT BETWEEN Archer City EMS
and a Third Party**

This is an AGREEMENT between the parties listed below.

Date of AGREEMENT: _____

Parties: Archer City EMS

and

{Printed Name of Person Signing Agreement-third party}

Relationship of Person Signing Agreement to Archer City EMS

Purpose:

To ensure that the parties are aware of their responsibilities under the provisions of the laws of the State of Texas relative to confidentiality and privacy of patient health information and under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and that they will comply with the policies and procedures of Archer City EMS concerning a patient's Protected Health Information (PHI).

Policy Statement:

The information received from patients or others relative to the care of our patients is private and confidential and is protected from unauthorized use and disclosure by both federal and state law.

It is the policy of Archer City EMS that all patient health information will be treated as private and confidential by all employees and other persons at all times. Such information will be known as Protected Health Information (PHI).

PHI may exist in any form, oral, written, electronic, or photographic.

Regardless of what form it is in, PHI will be kept confidential except as necessary for the following purposes:

- **Treatment**
- **Payment**
- **EMS Operations**
- **When required to be reported or disclosed by law**

The Policy and Procedures Manual of this organization provides detailed information about when, how, and to whom PHI can be used or disclosed.

Agreements:

Archer City EMS agrees as follows:

- **That Archer City EMS and 3rd party have a business relationship**
- **That PHI may at times be transmitted to 3rd party as an incidental part of a "ride along experience," or as a student, for evaluation, audit, for medical direction, legal purposes, or for other purposes which are for the benefit of Archer City EMS and/or the third party.**

Third party agrees as follows:

- **To treat any PHI received in the course of 3rd party's relationship with Archer City EMS as confidential and to comply with the provisions of Texas and Federal laws governing use and disclosure of PHI**
- **That if PHI is used or disclosed in any way which is not permitted by law, the instance of use or disclosure will be reported to the Privacy Officer immediately**

- **Failure to comply with policies and procedures concerning PHI may result in suspension or termination of the relationship between 3rd party and Archer City EMS.**
- **Unauthorized use or disclosure of PHI may constitute a violation of state and federal laws, and I may be liable for civil penalties of \$100.00, (\$3,000 under Texas Health Records Privacy Act, Chapter 181, H&SC) for each unauthorized use or disclosure, up to a maximum of \$25,000.00 in one year under federal law, or criminal penalties of up to \$250,000.00 fine and 10 years imprisonment under federal law. I may be subject to a \$250,000 fine imposed by the State of Texas, and injunctive relief may be sought against me by the Attorney General of the State of Texas if I violate either the provisions of the Texas Health Records Privacy Act or HIPAA.**
- **If I, the 3rd party, cease to have a business relationship with Archer City EMS) for any reason I will immediately return any and all PHI that I have in my possession to Archer City EMS destroy them, or retain them under the provisions of a Business Agreement between myself or my parent organization and Archer City EMS.**
- **If my relationship with Archer City EMS ceases, I will continue to treat all PHI as confidential and comply with Archer City EMS's policies and procedures concerning PHI.**
- **I have read and understand all policies and procedures of Archer City EMS concerning PHI.**

SIGNED AND AGREED ON THE DATE WRITTEN ABOVE.

Archer City EMS

**BY _____
Authorized Representative**

3rd Party

Signature

Printed name: