

CONFIDENTIALITY AGREEMENT

(Citizens Fire Academy/Plano Fire-Rescue Associates/Explorers/EMT and Paramedic Students)

This is an AGREEMENT between Plano Fire-Rescue and

Printed Name of Person Signing Agreement (Associate)

Affiliation

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 protected 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 Plano Fire-Rescue 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 Plano Fire-Rescue that all patient health information will be treated as private and confidential by all Associates 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:

Plano Fire-Rescue Agrees as Follows:

- That Plano Fire-Rescue and the Associate signing this agreement have either (1) a direct employer/Associate business relationship or (2) a similar relationship by virtue of the person signing being an Associate of the City of Plano, Texas, in a capacity other than as a Fire-Rescue Associate.
- That PHI may, at times, be transmitted to the Associate as an incidental part of the business relationship, for treatment, health care operations, billing, records keeping, evaluation, audit, or for other purposes which are for the benefit of Plano Fire-Rescue and/or the Associate party.

Associate Agrees as Follows:

- To treat any PHI received in the course of Associate's relationship with Plano Fire-Rescue 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 identified in the Privacy Notice immediately.
- Failure to comply with policies and procedures concerning PHI may result in suspension or termination of the relationship between the Associate and Plano Fire-Rescue and/or the City of Plano, Texas.
- Unauthorized use or disclosure of PHI may constitute a violation of state and federal laws, and Associate may be liable for civil penalties of \$100 (\$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 in one year under federal law, or criminal penalties of up to \$250,000 fine and 10 years imprisonment under federal law. Associate may be further subject to a \$250,000 fine imposed by the State of Texas, and injunctive relief may be sought against Associate by the Attorney General of the State of Texas if Associate should violate either the provisions of the Texas Health Records Privacy Act or HIPAA.
- If the Associate ceases to have a business relationship with Plano Fire-Rescue for any reason, Associate agrees that Associate will immediately return any and all PHI that Associate may have in his or her possession to Plano Fire-Rescue.
- If Associate's relationship with Plano Fire-Rescue ceases, Associate will continue to treat all PHI as confidential and comply with Plano Fire-Rescue policies and procedures concerning PHI.

Initials

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I, the aforesaid Associate, have read and understand all policies and procedures of Plano Fire-Rescue concerning PHI, and I have read a copy of the Privacy Notice posted in various locations, including ambulances, of the City of Plano.

SIGNED AND AGREED ON THE _____ day of _____, 20_____

Associate Signature:

Plano Fire-Rescue Representative:

Jennifer Bradley, Privacy Officer