

HIPAA CONFIDENTIALITY AGREEMENT

This is an AGREEMENT between the parties listed below.

Date of AGREEMENT: _____

Parties: Agency: PERCOM Online, Inc. (aka PERCOM EMS Medical Education Consortium) – hereinafter known as PERCOM throughout this document

Student: _____

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 PERCOM 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 PERCOM that all patient health information will be treated as private and confidential by all employees at all times and 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 {or hospital, or clinic, as applicable} Operations
- When required to be reported or disclosed by law

The HIPPA lecture presentation from the online course provides detailed information about when, how, and to whom PHI can be used or disclosed.

Agreements:

Agency agrees as follows:

- **To provide educational content to the student to cover all applicable information regarding appropriate privacy and release of PHI information**

Student agrees as follows:

- **To become familiar with and comply with all policies and procedures as a PERCOM student concerning PHI at all times while an student relationship exists between the parties, and after the student relationship is terminated if such be the case**
- **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 PERCOM Program Privacy Officer immediately (PERCOM Program Director)**
- **Failure to comply with policies and procedures concerning PHI may result in suspension or termination of my student status**
- **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 for each unauthorized use or disclosure, up to a maximum of \$25,000.00 in one year, or criminal penalties of up to \$250,000.00 fine and 10 years imprisonment**
- **When I cease to be a student for PERCOM programs, I will immediately return any and all PHI that I have in my possession to PERCOM Clinical Program**
- **When my student status ceases, I will continue to treat all PHI as confidential and comply with PERCOM policies and procedures concerning PHI.**
- **I have read and understand all educational content of PERCOM concerning PHI.**

SIGNED AND AGREED ON THE DATE WRITTEN ABOVE.

Student Signature