

CONFIDENTIALITY AGREEMENT



This is an AGREEMENT between the parties listed below.

Date of AGREEMENT: _____

Parties: Area Metropolitan Ambulance Authority d.b.a. MedStar

_____, an observer.
Print your full name

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 MedStar concerning a patient's Protected Health Information (PHI).

Policy Statement:

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

It is the policy of MedStar that all patient's health information will be treated as private and confidential by all employees and observers 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 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:

MedStar agrees as follows:

- To allow the observer to ride on one of its scheduled ambulances
- To answer questions concerning collection of, release of, observance of Protected Health Information you may come in contact with during your observation ride out

Observer agrees as follows:

- To keep private all Protected Health Information while an observer relationship exists between the parties, and after the observer relationship is over.
- That if Protected Health Information is used or disclosed in any way which is not permitted by law, the instance of use or disclosure will be reported to the MedStar Privacy Officer immediately.
- Failure to comply with policies and procedures concerning Protected Health Information may result in suspension of observer privileges.
- Unauthorized use or disclosure of Protected Health Information 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 (1) year, or criminal penalties of up to \$250,000.00 fine and ten (10) years imprisonment.
- To not copy, in any form, or collect copies in any form any Protected Health Information I come in contact with or observe during my ride outs with MedStar. Whether said Protected Health Information is from a patient contact made with MedStar or with a patient contact made while a MedStar patient is delivered to any health care destination.
- If I cease to become an observer of MedStar for any reason I will immediately return any and all Protected Health Information that I have in my possession to MedStar.
- I have read and understand this Confidentiality Agreement and any questions I have regarding disclosure of Protected Health Information has been answered to my satisfaction.

Signed and agreed on the date written below.

Print Full Name of MedStar Representative

Signature of MedStar Representative

Date

Print Full Name of Observer

Signature of Observer

Date

Observers Address

Observers Contact Numbers

Home _____

Cell _____

Emergency Contact Name _____

Emergency Contact Number _____





**VOLUNTARY PARTICIPATION IN MEDICAL RESPONSE
&
ASSUMPTION OF RISK, WAIVER, RELEASE, & INDEMNIFICATION**

Area Metropolitan Ambulance Authority d.b.a. MedStar (hereinafter referred to as "MedStar") provides medical emergency and non-emergency response services and all activities related thereto (hereinafter referred to as "Response Services"). I, _____ [Print the Full Name of the Observer] (hereinafter referred to as "Observer"), living at _____

_____ [Insert Full Address] desire To participate in, observe and/or otherwise take part in Response Services to further my education, clinical experience / knowledge, and / or response experience. I acknowledge that my participation in the Response Services is strictly as an Observer and I further acknowledge that I will neither be permitted to nor will I render any patient care.

I, _____ [Print the Full Name of the Observer] consent to participate in, make observation of and otherwise partake in Response Services. _____ Initials of Observer In consideration of MedStar's consent to allow me to participate in its inherently dangerous and risky activity of Response Services, I hereby knowingly, freely and voluntarily agree as follows :

I, as the Observer, represent to MedStar that I am legally competent and age eighteen or older and my driver's license number is _____, for the State of _____ which states my birth date as _____. I represent to MedStar that I have the authority to give this legal consent and enter into this Agreement. _____ Initials of Observer

I, as the Observer, understand that each situation that MedStar responds to is based on incomplete and limited information provided often under extreme and emergency conditions and which may or may not be ultimately accurate. Moreover, I understand that each situation will contain unforeseen and unknown hazards, dangers and risks to me and to MedStar. MedStar's Response Services is based upon whatever current information is available, at the time of the Response Services are provided so I expressly understand and agree that MedStar makes no representation or warranty expressed or implied, written or oral regarding Response Services to me. _____ Initials of Observer

I, as the Observer, understand that if I have an infectious disease, or a medical condition which could be triggered by participating in Response Services or if I am not physically capable and mobile to move without assistance that I would endanger the public and/or myself, so that I represent that I do not have any of the above conditions. _____ Initials of Observer

Given the very nature of Response Services, participation in Response Services is inherently dangerous and risky. I, as the Observer, acknowledge that participating in Response Services may result in, but is not limited to bodily injury, death, emotional trauma, burns, extreme noise, extreme lights and/or exposure to hazards like airborne or bloodborne pathogens, bacteria, viruses, or other harmful transmission to me. Exposure to an airborne or bloodborne pathogen may result in the transmission of AIDS, hepatitis, Tb, or other infectious diseases. _____ Initials of Observer

I voluntarily and freely, with full understanding acknowledge that I may be exposing myself to extreme danger, and I assume all risks in connection with the Response Services. We acknowledge that dangers and risks to which participation in Response Services may result in. Such risks include, without limitation, death, injury, disease, burns, emotional trauma, illness, disability, extreme noise, extreme lights and other damage to my person and/or property. _____ Initials of Observer

I, as the Observer, agree to follow all instructions, procedures, measures and directions given by MedStar and understand my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my participation in Response Services may be terminated at any time for any reason by MedStar. _____ Initials of Observer

I, as the Observer, waive, release, discharge and indemnify MedStar, its parent, subsidiaries and affiliates, and its and their respective officers, directors, elected officials, employees, agents, representatives, insurers, successors and assigns, of an from any claim, demand, right or cause of action, of any kind or nature whatsoever, whether based on tort, contract, warranty, or other theory of recovery, at law or in equity, vested or contingent, that I or my employer, friends, spouse, family, children, estate, heirs, agents, insurers, successors or assigns may at any time have as a result of Observers participation in the Response Services. _____ Initials of Observer

I, as the Observer, understand that I am completely responsible for all insurance coverage which I may wish to purchase to cover the activities contemplated herein.

I, as the Observer, understand that this waiver, release and indemnity is intended to waive, release, discharge and indemnify in advance MedStar, its parent, subsidiaries and affiliates, and its and their respective officers, directors, elected officials, employees, agents, representatives, insurers, successors and assigns, for, from and against any and all liability to Observer arising from the Response Services. This includes, without limitation, any liability (including consequential, indirect, special or incidental damages) arising from injury or damage that I suffer or cause during the Response Services, including, without limitation, death, injury, emotional trauma, burns, illness, disability, extreme lights, extreme noise or other damage to my person and/or property or third party, and all risks connected thereto, whether foreseen or unforeseen, resulting from negligence or otherwise. _____ Initials of Observer

I, as the Observer, understand and agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any provision of the Waiver and Release shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Waiver and Release, which shall remain in full forcer and effect. _____ Initials of Observer

So long as Observer participates in Response Services, in the event any representation or obligation in this agreement is no longer accurate, or true, I agree to inform MedStar immediately in writing of such occurrence. I realize that MedStar is relying upon my representations and agreements made in this Agreement and that any failure to adhere to this Agreement could seriously injure someone, cause their death or damage property. _____ Initials of Observer

I have read this agreement and the waiver, release and indemnity before signing it, and fully understand, consent and agree to its terms.

Observer:

Print Full Name of Observer

Signature of Observer

Date

Observers Address

Observers Contact Numbers
Home _____
Cell _____
Emergency Contact Name _____
Emergency Contact Number _____