

Third Rider Patient Confidentiality Agreement

I understand that Action Ambulance Service, Inc. (hereinafter “Action”), has a legal and ethical responsibility to maintain patient privacy, including obligations to protect the confidentiality of patient information and to safeguard the privacy of patient information.

In addition, I understand that during the course of my Third Riding with Action, I may see or hear other Confidential Information such as protected patient demographic and medical information of patients transported by Action.

I understand that Action is a “Covered Entity” under the Health Insurance Portability and Accountability Act (HIPAA) and that they are obligated to maintain Protected Health Information (PHI) as confidential. The interest of this law is to assure that confidential information will remain confidential. PHI includes any information, whether oral, recorded, or electronic in any form or medium, that:

1. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, future payment for the provision of healthcare to an individual; and
2. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; which includes but is not limited to:
 - Address
 - Patient demographics (age, sex, name)
 - Dispatch reason
 - Medical condition
 - Medical history
 - Treating hospital

I understand that the disclosure of PHI will subject Action to legal damages including fines.

By signing this document I understand and agree that:

- I will not disclose PHI or any other confidential information under any circumstances.
- I will not maintain any type of record of my third riding which will contain PHI of any kind.
- The obligation to maintain PHI and confidential information confidential will continue in perpetuity.
- Any information that I may inadvertently hear or observe during my ride along is to be kept confidential at all times.

I will not discuss any information pertaining to PHI with any unauthorized individuals or in any area in which unauthorized individuals may hear such information (for example, in hallways, on elevators, in the cafeteria, on public transportation, at restaurants, and at

social events). I understand that it is not acceptable to discuss any PHI in any areas even if specifics such as a patient's name are not used.

I will not make any unauthorized transmissions, copies, disclosures, modifications, or purging of PHI or confidential information. Such unauthorized transmission includes, but are not limited to, removing and/or transferring PHI or confidential information from Action's property.

Further, if I should breach this agreement, Action is entitled to any and all available legal and equitable relief, including injunctive relief, and that I shall be liable for all attorney's fees, court costs incurred by Action in the event that Action is the prevailing party in an action brought to enforce this Agreement.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS AGREEMENT AND FULLY UNDERSTND THAT BY SIGNING THIS AGREEMENT I AM BOUND TO THE TERMS CONTAINED HERIN.

Action Ambulance Service, Inc.

Third Rider

Signed: _____
Printed Name: _____
Dated: _____

Signed: _____
Printed Name: _____
Dated: _____