

VICTORIA COLLEGE  
ALLIED HEALTH STUDENT  
HEALTH INFORMATION CONFIDENTIALITY AGREEMENT

This Health Information Confidentiality Agreement (“Agreement”) applies to the student whose signature appears below (“Student”) and who has access to protected health information (“PHI”) maintained, received, or created by FACILITY. As used in this Agreement, “FACILITY” includes any and all facilities listed in Attachment A, attached hereto and made a part hereof by reference, where Student receives training. Attachment A may be updated by The Victoria College upon at least ten (10) days’ written notice to students. This Agreement shall be effective from the date listed below (the “Effective Date”) until Student completes training at every applicable FACILITY.

Please read all sections of this Agreement, in addition to FACILITY’s privacy and security policies and procedures, before signing below.

FACILITY has a legal and ethical responsibility to safeguard the privacy of all FACILITY patients and to protect the confidentiality of their health information. In the course of your training at FACILITY, you may hear information that relates to a patient’s health, read or see computer or paper files containing PHI and/or create documents containing PHI. Because you may have contact with PHI, FACILITY requests that you agree to the following as a condition of your training:

1. Confidential PHI.

I understand that all health information which may in any way identify a patient or relate to a patient’s health must be maintained confidentially. I will regard confidentiality as a central obligation of patient care.

2. Prohibited Use and Disclosure.

I agree that, except as required for training purposes or as directed by FACILITY, I will not at any time during or after my training at FACILITY speak about or share any PHI with any person or permit any person to examine or make copies of any PHI maintained by FACILITY. I understand and agree that personnel who have access to health records must preserve the confidentiality and integrity of such records, and no one is permitted access to the health record of any patient without a necessary, legitimate, work or training-related reason. I shall not, nor shall I permit any person to, inappropriately examine or photocopy a patient record or remove a patient record from FACILITY.

3. Safeguards.

When PHI must be discussed with other healthcare practitioners in the course of my training at FACILITY, I shall make reasonable efforts to avoid such conversations from being overheard by others who are not involved in the patient’s care.

I understand that when PHI is within my control, I must use all reasonable means to prevent it from being disclosed to others, except as otherwise permitted by this Agreement. I will not at any time reveal to anyone my confidential access codes to FACILITY’s information systems, and I will take all reasonable measures to prevent the disclosure of my access codes to anyone. I also understand that FACILITY may, at any time, monitor and audit my use of the electronic/automated patient record and information systems.

Protecting the confidentiality of PHI means protecting it from unauthorized use or disclosure in any form: oral, fax, written, or electronic. If I keep patient notes on a handheld or laptop computer or other electronic device, I will ensure that my supervisor knows of and has approved such use. I agree not to send patient identifiable health information in an email, or email attachment, unless I am directed to do so by my supervisor.

4. Training and Policies and Procedures.

I certify that I have read FACILITY’s policies and procedures, completed the training courses offered by FACILITY, and shall abide by FACILITY’s policies and procedures governing the protection of PHI.

5. Return or Destruction of Health Information.  
If, as part of my training, I must take PHI off the premises of FACILITY, I shall ensure that I have FACILITY's permission to do so, I shall protect the PHI from disclosure to others, and I shall ensure that all of the PHI, in any form, is returned to FACILITY or destroyed in a manner that renders it unreadable and unusable by anyone else.
6. Termination.  
At the end of my training at FACILITY, I will make sure that I take no PHI with me, and that all PHI in any form is returned to FACILITY or destroyed in a manner that renders it unreadable and unusable by anyone else.
7. Sanctions.  
I understand that my unauthorized access or disclosure of PHI may violate state or federal law and cause irreparable injury to FACILITY and harm to the patient who is the subject of the PHI and may result in disciplinary and/or legal action being taken against me, including termination of my training at FACILITY.
8. Reporting of Non-Permitted Use.  
I agree to immediately report to FACILITY any unauthorized use or disclosure of PHI by any person. The persons to whom I report unauthorized uses and disclosures for FACILITY is listed in Attachment A.
9. Disclosure to Third Parties.  
I understand that I am not authorized to share or disclose any PHI with or to anyone who is not part of FACILITY's workforce, unless otherwise permitted by this Agreement.
10. Agents of the Department of Health and Human Services.  
I agree to cooperate with any investigation by the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any agent or employee of HHS or other oversight agency, for the purpose of determining whether FACILITY is in compliance federal or state privacy laws.
11. Disclosures Required by Law.  
I understand that nothing in this Agreement prevents me from using or disclosing PHI if I am required by law to use or disclose PHI.

By my signature below, I agree to abide by all the terms and conditions of this Agreement.

Signature of Student: \_\_\_\_\_

Printed Name of Student: \_\_\_\_\_

Date ("Effective Date"): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## Facility Name

Advanced Home Health Services
Affectionate Arms Adult Day Care, Inc.
Alliant Rehabilitation & Sports Therapy
Amour Adult Day Care, Inc.
Aransas County Medical Services
Beeville Angel Care Ambulance Service, Inc.
Calhoun County Emergency Medical Services
Child Study Clinic
Citizens Medical Center
Citizens Medical Center County of Victoria dba Cuero Nursing and Rehabilitation Center <sup>2</sup>
Citizens Medical Center County of Victoria dba Southbrooke Manor Nursing and Rehabilitation Center
City of Edna Fire & Emergency Medical Services
City of El Campo Emergency Medical Services
City of Victoria Fire Department
City Of Yoakum Fire & Emergency Medical Services
Clinical Pathology Laboratories, INC
Colonial Care Center
Columbus Community Hospital
Community Health Centers of South Central Texas, Inc.
Complete Hometown P.T.
Crossroads Physical Therapy Center
Cuero Community Hospital
Cuero Community Hospital EMS
Cuero Medical Clinic
Cuero-DaVita Lakeview Kidney Center
DaVita-Brenham Dialysis
Detar Health Care System
DeWitt-Lavaca Special Ed. Cooperative
Dialysis Center of Gonzales
Diversicare Yorktown, LLC dba Yorktown Nursing and Rehabilitation Center
Epic Pediatric Therapy
Excel Complete Home Health
Excel Gulf Coast Rehabilitation, P.C.
Fayette County Emergency Medical Services
Felix Regueira, MD
Gonzales County Emergency Medical Services
Gonzales Independent School District
Gonzales Memorial Hospital
Gonzales Nursing Operations,CCC DBA Texan Nursing and Rehabilitation of Gonzales
Gulf Bend Center
Gulf Coast Medical Center
Health Force
Hillcrest Manor Nursing and Rehab Center
Hospice of South Texas
Incarnate Word Convent Infirmary
Integrated Management Solutions, Inc. dba First Texas Home Health
Internet Medical Clinic

## Attachment A

ITA Resources
Jackson County Hospital District EMS
Jackson Healthcare Center Jackson County Hospital District
Joseph E. Burks, MD.
Kindstar, Inc., dba Accolade Homecare
Kindstar, Inc., dba Accolade Hospice
La Villa
Lavaca County Rescue Service
Lavaca Medical Center
Luciano Sarabosing, Jr., MD, FAAP
Magnolia Living & Rehab
Matagorda County EMS
Matagorda Regional Medical Center
Memorial Medical Center
Mission Nursing and Rehabilitation
Mission Ridge Rehabilitation and Nursing Center
Monument Hill Nursing and Rehabilitation
Nesbit Living and Recovery Center
Parkview Manor Nursing and Rehabilitation
Parkview Nursing and Rehabilitation
Port Lavaca Nursing and Rehabilitation Center
Post Acute Medical at Luling, LLC d/b/a Warm Springs Specialty Hospital of Luling
Post Acute Medical at Victoria, LLC d/b/a Warm Springs Specialty Hospital of Victoria
Post Acute Medical Specialty Hospital of Victoria
Premier Sleep Disorder Center
Quality Ambulance Service
Refugio Hospital
Refugio Hospital EMS
Refugio Nursing and Rehab Center
Regency Lost Pines and Rehabilitation Bastrop
Region III Education Service Center Early Childhood Intervention
Rehab Care
Retama Manor South
Sacred Heart Medical Services
San Marcos Treatment Center
Schulenburg Regency Nursing Center
Shady Oaks Nursing and Rehabilitation
Shiner Nursing and Rehabilitation Center
Sievers Medical Clinic
Smithville ISD
South Texas Eye Center
St. Mark's Medical Center
Standards Home Health
Stevens Health Care and Rehab Center
Stevens Nursing and Rehabilitation Center of Hallettsville
Suresh Pathikonda
Texas Health Center, PA
Texas State Healthcare

Attachment A

The Corner Clinic
The Courtyard
The Heights of Gonzales
The Vaz Clinic
Towers Nursing Home
Truecare Living Centers
TS Physical Therapy
Twin Fountains Walk-In Clinic
Twin Pines North Nursing and Rehabilitation Center
Twin Pines Nursing and Rehab
Victoria Allergy and Asthma Clinic
Victoria Independent School District
Victoria Outpatient Surgery Center, LP dba The Surgery Center
Victoria Physical Therapy, P.C.
Whispering Oaks Rehab and Nursing
William Hilbert, MD
Windsor Nursing and Rehab Center of Seguin
Windsor Rehab
Yoakum Community Hospital
Yoakum Nursing and Rehabilitation
Yogesh Dhingra, BS
Yorktown Emergency Medical Services
Zoom Physical Therapy and Wellness, P.L.L.C.