



THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a duly registered facility situated in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter known as the "Healthcare Facility"),

AND

\_\_\_\_\_, of legal age, and a citizen of \_\_\_\_\_, with primary residence at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter known as the "Employee", and known collectively as the "Parties");

**WITNESSETH: That**

**WHEREAS**, the Healthcare Facility is duty-bound in ensuring compliance with the application of the law by its members and staff with respect to the protection of patient's health records and other relevant information.

**WHEREAS**, the Parties hereto agree to enter into this Agreement in setting for the terms and conditions of their legal relationship, as governed by the law on Health Insurance Portability and Accountability Act of 1996 and updated through HIPAA Omnibus Rule of 2013 and will also uphold regulations enacted thereunder (hereinafter known as "**HIPAA**").

**WHEREAS**, Employee will have access to protected health information ("PHI") in the course of their employment with Healthcare Facility,

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, the Parties hereto agree as follows:

**Purpose**

It is the mandate of every healthcare facility to ascertain that its employees and staff to ensure proper protection and care of the information that they are provided access to. In this regard, the Parties hereto enter into this agreement to protect the privacy rights, as well as to protect and preserve the integrity of the patient's personal information under the Healthcare Facility's care and control.

## Confidential Information

The term "**Confidential Information**" refers to all health information of patients or other persons, including employees, as acquired by the Healthcare Facility and stored under the care and control of the Healthcare Facility for further use and for reference. This also includes medical records, financial records, including Test results of patients under the care of the Healthcare Facility. It also includes other sensitive information or information that is used as incidental to the performance of duties such as passwords, log-in access information to any device of facilities of the Healthcare Facility, as well as proprietary information including intellectual property, or any information otherwise declared by the Healthcare Facility as confidential.

## Confidentiality Obligations

Employee agrees to maintain the confidentiality of PHI to the fullest extent required by HIPAA and any other applicable federal or state laws or regulations. Employee shall not use or disclose PHI except as necessary to perform their job duties or as required by law. Specifically, Employee agrees to:

**a. Safeguard PHI.** Employee shall take all reasonable and necessary measures to safeguard PHI from unauthorized access, use, or disclosure, including physical, administrative, and technical safeguards.

**b. Use and Disclosure Limitations.** Employee shall only access, use, or disclose PHI as necessary to perform their job duties or as required by law. Employee shall not access, use, or disclose PHI for personal gain, curiosity, or any other improper purpose.

**c. Need-to-Know Basis.** Employee shall only access PHI on a need-to-know basis and only as necessary to perform their job duties. Employee shall not access PHI for purposes that are not directly related to their job responsibilities.

**d. Reporting.** Employee shall immediately report any suspected or actual unauthorized access, use, or disclosure of PHI to the Healthcare Facility's Privacy Officer or designated HIPAA Compliance Officer.

**e. Retention and Destruction.** Employee shall comply with Healthcare Facility's policies and procedures for the retention and destruction of PHI, including electronic PHI.

**f. Sanctions.** Employee acknowledges that any unauthorized access, use, or disclosure of PHI may result in disciplinary action, up to and including termination of employment.

## **Disclosure**

Employee agrees that they shall not disclose any PHI to any person or entity except as authorized under HIPAA or as otherwise required by law. Employee shall obtain appropriate authorization before disclosing PHI to any third party not involved in the treatment, payment, or healthcare operations of the Healthcare Facility.

**a. Minimum Necessary.** Employee agrees to limit any disclosure of PHI to the minimum necessary to achieve the intended purpose of the disclosure. Employee shall consult with the Healthcare Facility's Privacy Officer or designated HIPAA Compliance Officer before disclosing any PHI outside of the Healthcare Facility.

**b. Business Associates.** If Employee discloses PHI to a Business Associate of the Healthcare Facility, Employee shall ensure that the Business Associate has agreed in writing to comply with the same HIPAA requirements that apply to the Healthcare Facility with respect to the PHI.

**c. Notice of Privacy Practices.** Employee agrees to comply with the Healthcare Facility's Notice of Privacy Practices and to provide a copy of the Notice to any individual upon request.

## Training

Employee shall complete HIPAA training provided by the Healthcare Facility as a condition of their employment and as required by HIPAA regulations. Employee shall complete this training within the first \_\_\_\_\_ days of employment and annually thereafter.

**a. Content.** The training shall cover the following topics, among others: (i) the importance of protecting PHI; (ii) the Healthcare Facility's policies and procedures for safeguarding PHI; (iii) the use and disclosure requirements under HIPAA; (iv) the patient's rights under HIPAA; and (v) the sanctions that may be imposed for any HIPAA violations.

**b. Certification.** Employee shall certify in writing that they have completed the required HIPAA training and understand their obligations under HIPAA.

**c. Refresher Training.** Employee shall complete refresher HIPAA training as required by the Healthcare Facility or as necessary to maintain compliance with HIPAA regulations.

## Access

Employee shall have access to PHI only as necessary to perform their job duties or as required by law. Employee shall not access any PHI that is not required for the performance of their job duties.

**a. Passwords.** Employee shall be assigned a unique user ID and password for accessing PHI. Employee shall maintain the confidentiality of their user ID and password and shall not share it with anyone.

**b. Need-to-Know Basis.** Employee shall access PHI only on a need-to-know basis. Employee shall consult with the Healthcare Facility's Privacy Officer or designated HIPAA Compliance Officer before accessing any PHI that is not required for the performance of their job duties.

**c. Recordkeeping.** Employee shall maintain accurate and complete records of all PHI that they access. Employee shall record the date, time, and purpose of each access to PHI.

**d. Terminated Access.** Employee's access to PHI shall be terminated immediately upon termination of their employment with the Healthcare Facility.

## Sanctions

Employee understands that any violation of HIPAA or the Healthcare Facility's policies and procedures regarding PHI may result in disciplinary action, up to and including termination of employment, and civil and criminal penalties.

**a. Disciplinary Action.** Disciplinary action may include verbal or written warnings, suspension, or termination of employment, depending on the nature and severity of the violation.

**b. Civil Penalties.** Employee may be subject to civil penalties for any violation of HIPAA or the Healthcare Facility's policies and procedures regarding PHI. Civil penalties may include fines, damages, or both.

**c. Criminal Penalties.** Employee may be subject to criminal penalties for any intentional or knowing violation of HIPAA or the Healthcare Facility's policies and procedures regarding PHI. Criminal penalties may include fines and imprisonment.

**d. Cooperation.** Employee shall cooperate fully with any investigation of a HIPAA violation by the Healthcare Facility or any government agency, including providing testimony and evidence as necessary.

## Returning Confidential Information

Upon termination of employment or at any time upon the request of the Healthcare Facility, Employee shall immediately return all Confidential Information in their possession, custody, or control, including but not limited to any and all PHI, to the Healthcare Facility.

**a. Destruction of Copies.** Employee shall destroy or delete all copies of Confidential Information in any form, including electronic or paper format.

**b. Certification.** Employee shall certify in writing that they have complied with this clause and returned or destroyed all Confidential Information in their possession, custody, or control.

**c. Exception.** Employee may retain a copy of the Confidential Information for their own recordkeeping purposes or as required by law in a secure manner with a written permission by the Healthcare Facility. However, Employee shall not use or disclose such Confidential Information except as required by law.

## Survival

The obligations of confidentiality and privacy under this Agreement shall survive the termination of Employee's employment with the Healthcare Facility and shall continue indefinitely.

**a. Confidential Information.** Employee's obligations to maintain the confidentiality of Confidential Information, including PHI, shall continue even after termination of employment with the Healthcare Facility.

**b. Return of Confidential Information.** Employee's obligation to return or destroy all Confidential Information in their possession, custody, or control shall survive the termination of employment with the Healthcare Facility.

**c. Enforcement.** The Healthcare Facility shall have the right to enforce the obligations of confidentiality and privacy under this Agreement even after termination of Employee's employment with the Healthcare Facility.

## Miscellaneous

**a. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.

**b. Amendments.** This Agreement may not be amended or modified except in writing signed by both parties.

**c. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Healthcare Facility is located.

**d. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**e. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date above written.

**Healthcare Facility Representative**

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**Employee**

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**Date Signed**

**Date Signed**

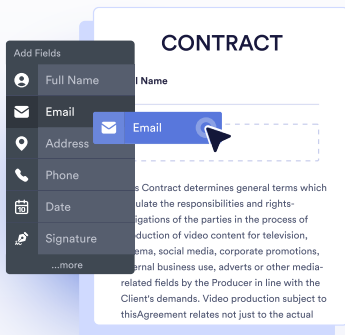


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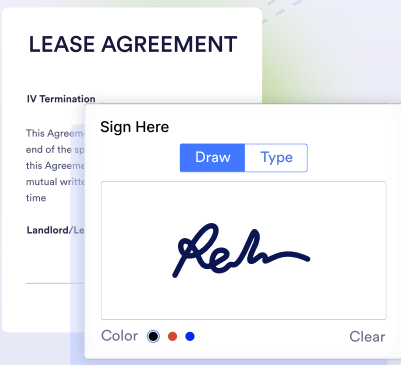
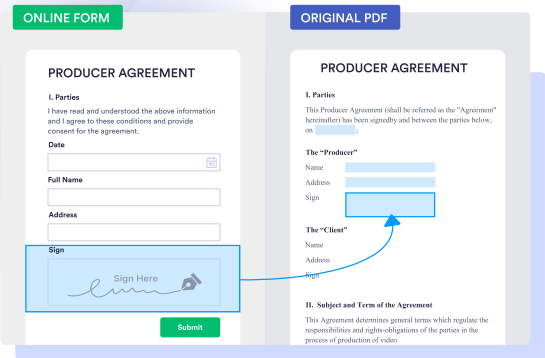
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