

## HIPAA COMPLIANCE AGREEMENT

This HIPAA Compliance Agreement ("Agreement") is entered into by and between \_\_\_\_\_ (hereinafter "Employee") and Health Information Partners, a California Corporation, (hereinafter referred to as "Employer") as of this day of \_\_\_\_\_, 20\_\_\_\_, in regard to the following facts:

A. Employer is in the business of processing medical records for hospitals and other health care providers and enters into contracts with such health care providers regarding the manner in which the services Employer performs must be carried out ("Health Care Provider Contracts");

B. In performing their employment duties, Employee acknowledges that they will directly or indirectly gain access to "Protected Health Information" ("PHI") as that term is defined under the federal Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder("HIPAA"). Employee further acknowledges that the PHI is protected from disclosure by HIPAA and applicable state laws, including the California Confidentiality of Medical Information Act, the Lanternman-Petris-Short Act and other pertinent statutes and regulations, the violation of which is the basis of both civil and criminal liability.

C. Employer is unwilling to employ Employee unless Employee agrees to maintain the confidentiality of all PHI as set forth in this Agreement.

NOW, THEREFORE, Employee agrees as follows:

1. **Term of Agreement.** This agreement shall commence on the date set forth in the first paragraph above and the obligations herein shall continue in effect so long as Employee uses, discloses, creates, or otherwise possesses any PHI created or received during their employment with employer and until all PHI created or received during their employment with Employer has been returned to Employer pursuant to paragraph 15 herein.

2. **Use of PHI by Employee.** Employee may only use and disclose PHI created or received by them during the term of their employment, on behalf of Employer or any of Employer's clients, for the purposes of carrying out the provisions of the Health Care Provider Contracts.

3. **Maintenance of Security and Privacy of PHI.** Employee hereby agrees to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA, and all other applicable

law. Employee further agrees not the use or disclose PHI except as expressly permitted by this Agreement, applicable law, or the Health Care Provider Contracts. Employee further agrees to use appropriate safeguards to prevent use or disclosure of PHI not permitted by this Agreement, applicable law, or the Health Care Provider Contracts.

4. **Prohibition Against Possession and/or Use of Photographic Equipment by Employee.** During the term of their employment with Employer, Employee agrees they will not use or possess any photographic equipment at any time while performing services on behalf of Employer, while present at Employer's offices or other trade premises, or while present at the trade premises, facility, hospital, or office of any client of Employer. For the purposes of this Agreement, photographic equipment shall mean any device capable of creating, capturing, or recording "still" or video graphic digital or analog images including, but not limited to, digital or analog (film) cameras, "camera phones" or cellular telephones with cameras, and portable digital assistants (PDA's) capable of recording digital images.

5. **Reporting Unauthorized Disclosure of PHI.** Employee agrees to immediately report to Employer any unauthorized or inadvertent use or disclosure of PHI by Employee, Employer's other employees, Employer's subcontractors, employees of Employer's clients, or any other person or persons which occur while Employee is performing services within the scope of their employment with Employer. Employee acknowledges they have been informed and are aware that Employer maintains a "HIPAA Hotline" for the purpose or reporting HIPAA-related violations. Additional information regarding the use of the "HIPAA Hotline" may be found in the Employee Handbook.

6. **Termination of Employment upon Breach of Agreement.** Employer may immediately terminate Employee's employment if Employer determines that Employee has breached a material term of this Agreement. Employer's remedies for breach of this Agreement are cumulative, and termination of Employee's employment shall not preclude Employer from exercising any other remedy, whether at law, equity, or otherwise.

7. **Return of PHI upon Termination of Employment.** Upon termination of Employee's employment, Employee shall return all PHI, regardless of the form in which it is being stored, acquired, created, or received by Employee on account of employer or while Employee was performing services within the scope of their employment with Employer. Employee further agrees that they shall retain no copies of any such PHI. The duties of Employee hereunder to maintain the security and privacy of PHI shall survive the termination of Employee's employment with Employer.

8. **Indemnification.** Employee shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Employer and Employer's employees, directors, officers, agents, clients, and the directors, officers, and employees of Employer's clients, (each an "Indemnatee") from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys fees at trial and on appeal) asserted or imposed against any Indemnatee arising out of the acts or omissions of Employee related to the performance or nonperformance of this Agreement.

MY SIGNATURE BELOW ATTESTS to the fact that I have read, understand, and agree to be legally bound to all of the above terms.

Signed at \_\_\_\_\_, in the state of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
HIP Staff Member Signature

\_\_\_\_\_  
Printed Name