

HIPAA AGREEMENT

THIS HIPAA AGREEMENT (the “Agreement”) supplements and is made part of the *Employee Agreement* by and between StatGroup LLC and/or its Client and Patients (SGL&C) and the Employee, on behalf of any and all Clients where the Employee may be assigned.

RECITALS

A. SGL&C discloses certain individually identifiable protected health information (“PHI”) to EMPLOYEE in connection with the services provided by EMPLOYEE under the Agreement. PHI is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Standards for Privacy of Individually Identifiable Health Information, 45 CFR § 160-164 (Privacy Rule). PHI as used herein shall have the same meaning as in the Privacy Rule; and

B. The parties intend to protect the privacy and provide for the security of PHI disclosed to EMPLOYEE in compliance with the Privacy Rule; and

In consideration of the recitals above and the mutual covenants and conditions herein contained, the parties agree as follows:

I. SCOPE OF USE OF PHI.

- a. **Performance of Agreement.** EMPLOYEE may use or disclose (or permit the use or disclosure of) PHI solely as needed to perform their duties and obligations under the Agreement, for proper management and administration and only as allowed by the terms of the Agreement, provided that such use or disclosure does not or would not violate the Privacy Rule if done by the SGL&C or the minimum necessary policies and procedures of the SGL&C.
- b. **Safeguards for Protection of PHI.** EMPLOYEE agrees that it (1) will protect and safeguard from any oral and written disclosure of all PHI regardless of the type of media on which it is stored (e.g., written or electronic, etc.) with which it may come into contact in accordance with applicable statutes and regulations, including, but not limited to, the Privacy Rule; (2) implement and maintain appropriate policies and procedures to protect and safeguard the PHI, including applicable policies of SGL&C Clients; and (3) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Appendix or required by law.
- c. **Reporting of Unauthorized Use.** EMPLOYEE shall promptly report to SGL&C in writing within two (2) business days of discovery of any unauthorized use or disclosure of PHI in violation of this Agreement or any law. EMPLOYEE will indemnify and hold SGL&C harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by EMPLOYEE of any PHI.
- d. **Breach or Misuse of PHI.** EMPLOYEE recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of their *Employee Agreement* and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against EMPLOYEE.

Employee Signature

Date