

HIPAA Compliance Agreement by Employee

Employee Printed Name: _____ Date: _____

The following information relates to confidentiality and HIPAA Compliance. Please read this document, you will be required to comply with the standards listed in this document.

1. Employee may use and disclose protected health information created or received by the Employee on behalf of HR Alliance if necessary for the proper management and administration of Employee or to carry out Employee legal responsibilities, provided that any disclosure is:
 - a. Required by law, or
 - b. Employee obtains reasonable assurances from the person to whom the protected health information is disclosed that:
 - I: The protected health information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - II: Employee will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
2. Employee hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with State of Michigan and Federal Laws and Regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Regulations there under, and all other applicable law.
3. Employee further agrees not to use or disclose protected health information except as expressly permitted by this AGREEMENT or applicable law.
4. Employee agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this AGREEMENT or applicable law. All electronic storage of PHI will be kept in password protected and/encrypted formats. Use of portable media storage to store PHI is prohibited.
5. Employee agrees to report to HR Alliance any unauthorized use or disclosure of protected health information by Employee.
6. Upon termination of employment, Employee shall return or destroy all protected health information received from HR Alliance or created or received by Employee on behalf of HR Alliance and that Employee maintains in any form and shall retain no copies of such information.
7. Employee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless HR Alliance and his/her respective employees, directors, and agents (Indemnities) from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgements, and expenses of every kind (including reasonable attorney fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the acts or omissions of Employee or any subcontractor of or consultant of Employee or any of Employee employees, directors, or agents related to the performance or nonperformance of this Agreement.

By signing this document, I indicate that I understand the confidentiality and HIPAA standards stated above and I agree to follow the procedures stated above. I attest that I have also been trained in HIPAA (or will participate in the appropriate HIPAA training within the required time frame).

Employee Signature

Date

HR Alliance Representative

Date