

HIPAA CONFIDENTIALITY AGREEMENT

BETWEEN

[SAN JOSE SAINT BONAVENTURE HOSPITAL]

AND

[EMPLOYEE]

PARTIES

This HIPAA CONFIDENTIALITY AGREEMENT (“Agreement”), dated this July 24, 2020, is by and between **[SAN JOSE SAINT BONAVENTURE HOSPITAL]** (“Healthcare Facility”) and **[EMPLOYEE]** (“Employee”).

In consideration of, and as a condition given by the Healthcare Facility to the Employee, in addition to other valuable consideration, the Parties hereby agree to enter into a confidential relationship with respect to the disclosure of certain protected health information (“Confidential Information”) under the Health Insurance Portability and Accountability Act of 1996 or the updated HIPAA Omnibus Rule of 2013 as defined below and to the terms as follows:

Confidential Information

The Parties acknowledge that the job may require the disclosure and use of certain protected health information provided by the Healthcare Facility. The Confidential Information includes, but is not limited to, the protected health information of the Employee, patient records or billing information, any financial information of the Health Facility or its patients that are not public, any intellectual rights of the Practice, and any or all information relating to the Health Facility's competitive advantage.

Terms and Conditions

- **OBLIGATIONS**

The Employee, as the receiving party to the confidentiality, shall hold and maintain the Confidential Information in strict confidence and use it solely. The Healthcare Facility acknowledges that access to the Confidential Information shall be restricted to employees, third parties, and contractors as is reasonably necessary and requires such parties to sign confidentiality restrictions with the same degree of protectiveness as the Parties in this Agreement.

- **DISCLOSURE**

The disclosure and use of Confidential Information include oral communication and physical documentation, which includes paper, digital, electronic, social media, optic media, among others. The Healthcare Facility remains the sole owner of the Confidential Information, and the Employee has no right of ownership over the Confidential Information.

- **APPLICABLE LAW**

The disclosure of the Confidential Information shall be under the regulation of the HIPAA federal and state statutes, this Agreement, and the Notice of Privacy Practices. The use of this Agreement is to ensure that the Employee shall use and access the minimum amount of Confidential Information necessary.

- **RETURNING CONFIDENTIAL INFORMATION**

Upon request of the Healthcare Facility, the Employee must return the Confidential Information and all its copies to the Healthcare Facility immediately.

- **BREACH**

Any form of breach against this Agreement must be reported to the Healthcare Facility immediately. Both Parties agree that any breach can cause irreparable damage to the Healthcare Facility for which money damages are inadequate.

- **BINDING AGREEMENT**

This Agreement shall be binding to both parties and to each of their successors, assigns, officers, agents, employers, shareholders, and directors.

SIGNATURE