

HIPAA COMPLIANCE AGREEMENT

This HIPAA Compliance Agreement ("Agreement") is entered into by and between _____ (hereinafter "Volunteer") and Mission Hillsboro Medical Clinic, Hillsboro, Texas (hereinafter referred to as "MHMC") as of this day of _____, 20_____, in regard to the following facts:

- A. In performing their volunteer duties, Volunteer acknowledges that he/she 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). Volunteer further acknowledges that the PHI is protected from disclosure by HIPAA and applicable state laws, the violation of which is the basis of both civil and criminal liability.
- B. MHMC is unwilling to accept any Volunteer unless Volunteer agrees to maintain the confidentiality of all PHI as set forth in this Agreement.

NOW, THEREFORE, Volunteer 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 the Volunteer uses, discloses, creates, or possesses any knowledge of PHI during their time of service with MHMC.
- 2. **Maintenance of Security and Privacy of PHI:** Volunteer 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 laws. Volunteer further agrees not to use or disclose PHI except as permitted by this Agreement, applicable law, or the Health Care Provider (MHMC). Volunteer 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 (MHMC).
- 3. **Use of PHI by Volunteers:** Volunteers may only use and disclose PHI created or received by them during the time of their service, on behalf of MHMC, for the purpose of carrying out the mission of the Health Care Provider (MHMC).
- 4. **Reported Unauthorized Disclosure of PHI:** Volunteer agrees to immediately report to MHMC any unauthorized or inadvertent use or disclosure of PHI by Volunteer, MHMC's other Volunteers, or any other person or persons which occur while Volunteer is performing services within the scope of their duties with MHMC. Volunteer acknowledges he/she has been informed and is aware that MHMC expects any violations to be reported immediately to the Clinic Director.
- 5. **Termination of Volunteer Status upon Breach of Agreement:** MHMC may immediately terminate Volunteer's service if MHMC determines that Volunteer has breached a material term of this Agreement.
- 6. **Indemnification:** Volunteer shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless MHMC and MHMC's volunteers, directors, officers, agents, clients, and any other "Indemnitee" from and against an and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgements, and expenses of every kind (including reasonable attorney's fees at trial and on appeal) asserted or imposed against any Indemnitee arising out of the acts or omissions of Volunteer related to the performance or nonperformance of the Agreement.

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

Signed: _____

Date: _____