

# HIPAA CONFIDENTIALITY AGREEMENT

Parties: \_\_\_\_\_

## 1. Purpose

This HIPAA Confidentiality Agreement (the “Agreement”) is entered into by and between the undersigned parties (collectively, the “Parties”) for the purpose of protecting the confidentiality and security of Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, including the Privacy Rule and Security Rule.

## 2. Definitions

“Protected Health Information” or “PHI” means any individually identifiable health information, whether oral or recorded in any form or medium, that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, as defined under HIPAA.

## 3. Obligations of Receiving Party

The Receiving Party agrees to: (a) use PHI only for the purposes permitted by this Agreement or as required by law; (b) safeguard PHI against any intentional or unintentional use or disclosure not permitted by this Agreement; (c) comply with all applicable HIPAA requirements, including administrative, physical, and technical safeguards; (d) report to the Disclosing Party any use or disclosure of PHI not permitted by this Agreement promptly upon discovery; and (e) ensure that any agents, including subcontractors, to whom the Receiving Party provides PHI agree to the same restrictions and conditions that apply to the Receiving Party with respect to such information.

## 4. Permitted Uses and Disclosures

The Receiving Party shall not use or disclose PHI except as permitted by this Agreement or required by law. The Receiving Party may use PHI solely to fulfill its obligations under any existing agreement between the Parties or as otherwise authorized in writing. Any other use or disclosure requires prior written consent of the Disclosing Party.

## 5. Safeguards

The Receiving Party agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in accordance with HIPAA Security Rule standards and other applicable laws and regulations.

## 6. Reporting of Breaches

The Receiving Party shall report to the Disclosing Party any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI as required by the HIPAA Breach Notification Rule, within a reasonable time not to exceed five (5) business days after discovery.

## 7. Term and Termination

This Agreement shall remain in effect for the duration of the relationship between the Parties involving PHI. Either Party may terminate this Agreement upon thirty (30) days' written notice. Upon termination, the Receiving Party shall return or destroy all PHI received from the Disclosing Party, including any copies, and shall not retain any further copies thereof, unless retention is required by law.

#### **8. Authorization and Compliance with Law**

The Parties represent and warrant that they will comply with all applicable federal and state laws, rules, and regulations relating to privacy and security of PHI, including but not limited to HIPAA. The Receiving Party agrees to comply with any changes in the law and regulations governing PHI during the term of this Agreement.

#### **9. Indemnification**

The Receiving Party agrees to indemnify, defend, and hold harmless the Disclosing Party and its affiliates, officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any unauthorized use or disclosure of PHI in violation of this Agreement or applicable law by the Receiving Party or its agents.

#### **10. No Waiver**

No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power, or privilege.

#### **11. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if the invalid, illegal, or unenforceable provision had never been included.

#### **12. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior understandings, agreements, or representations, oral or written, regarding the confidentiality of PHI.

#### **13. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state laws without regard to conflict of law principles. Any claims or disputes arising from this Agreement shall be resolved exclusively in the state or federal courts located within the appropriate jurisdiction where the Disclosing Party is headquartered.

#### **14. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including PDF, shall be

deemed to be original and binding.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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