

HIPAA EMPLOYEE NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)

This **HIPAA Employee Non-Disclosure Agreement** is made by and between [HEALTHCARE FACILITY] _____ known as the “**Healthcare Facility**” and [EMPLOYEE'S NAME] _____ known as the “**Employee**” on (Date) _____.

This document outlines the terms and conditions under which this Healthcare Facility may use or disclose information created or received by or on behalf of it (collectively known as protected health information or "PHI") in accordance with State law, the Health Insurance Portability and Accountability Act of 1996, updated by the HIPAA Omnibus Rule of 2013, and will also uphold the regulations enacted under it (hereafter "HIPAA").”).

THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

- 1. Confidential Information.** The Parties acknowledge that meaningful employment may or will necessitate disclosure of Confidential Information by this Healthcare Facility to the Employee and use of Confidential Information by the Employee. The term “Confidential Information” includes, but is not limited to, PHI, any information about patients or other employees, any computer log-on codes or passwords, any patient records or billing information, any patient lists, any financial information about this Healthcare Facility or its patients that is not public, any intellectual property rights of Practice, any proprietary information of Practice and any information that concerns this Healthcare Facility’s contractual relationships, relates to this Healthcare Facility’s competitive advantages, or is otherwise designated as confidential by this Healthcare Facility.
- 2. Disclosure.** Confidential Information can be disclosed and used orally, or may be displayed or distributed in whole or in part, from any source or in any format. Such information may take the form of electronic, magnetic, optical, or film documents. In making any such use or disclosure, the Parties are relying on the covenants contained in this Agreement to induce use and disclosure of Confidential Information. Under state law, the Healthcare Facility owns the records, not the Employee, and the Employee has no rights or interests in any confidential information.
- 3. Applicable Law.** In accordance with applicable law, the Employee will not use or disclose Confidential Information, including, but not limited to, HIPAA Federal and State records ownership statutes, this Agreement, the Practice's Notice of Privacy Practices, as amended, or any other limitations imposed by the Practice from time to time. Employees will use and access only the minimal amount of Confidential Information necessary to perform their duties under this Agreement, and will not disclose Confidential Information outside the Healthcare Facility unless the Healthcare Facility has expressly approved them to do so in writing. Employees will treat all confidential information they receive (or may receive in the future) as confidential and will not divulge it in any manner, in whole or in part, except as authorized by the Healthcare Facility and will not use it for anything other than

the purpose of their employment.

4. Log-on Code and Password. The Employee understands that he or she will be assigned a log-on code or password by Practice, which may be changed at any time by this Healthcare Facility in its sole discretion. The Employee will not change the log-on code or password without this Healthcare Facility's permission. Neither will the Employee leave Confidential Information unattended (e.g., on computer screens after the Employee's use). The Employee agrees that his or her log-on code or password is equivalent to a legally binding signature and will not be disclosed to or used by anyone other than the Employee. The Employee will also not use or even attempt to learn another person's log-on code or password.

When the Employee suspects that his or her log-on code or password is no longer confidential, he or she will immediately notify this Healthcare Facility's HIPAA Privacy Officer. The Employee agrees that all computer systems are the sole property of Practice and will not be used for any purpose other than that of his or her employment. The Employee agrees that all computer systems are the sole property of Practice and will not be used for any purpose other than that of his or her employment. The Employee acknowledges that he or she has no right of privacy when using this Healthcare Facility's computer systems and that his or her computer use periodically will be monitored by this Healthcare Facility to ensure compliance with this Agreement and applicable law.

5. Returning Confidential Information. Except as otherwise expressly permitted in writing signed by this Healthcare Facility, the Employee will return all Confidential Information to this Healthcare Facility immediately upon request and will not retain any copies of any Confidential Information. Unless otherwise required by applicable law, all Confidential Information, including copies thereof, will remain the exclusive property of this Healthcare Facility. The Employee expressly agrees that he or she will not, and will not permit anyone working on their behalf or in any way affiliated with the Employee, to use any or all of the Confidential Information for any purpose other than those expressly permitted by this Agreement. The Employee understands that violating the terms of this Agreement may result in disciplinary action, including termination of employment, and/or legal action to prevent or recover damages for breach, at the sole discretion of this Healthcare Facility. Breach reporting is required.

6. Breach. The Parties agree that any breach of any of the covenants or agreements set forth herein by the Employee will cause irreparable harm to this Healthcare Facility for which monetary damages are insufficient; thus, in the event of a breach or an anticipatory breach, Practice will be entitled (in addition to any other rights and remedies which it may have at law or in equity, including monetary damages) to have an injunction without bond issued enjoining and restraining the Employee.

7. Binding Arrangement. This Agreement will be binding on and will benefit all of the Parties hereto, as well as their successors, assigns, officers, agents, employees, shareholders, and directors. This Agreement begins on the date specified above, and its terms shall survive any termination, cancellation, expiration, or other conclusion of this Agreement, unless the Parties expressly agree otherwise in writing.

8. Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of [STATE] and by executing hereof, each party consents to the jurisdiction of the State's courts. Suits arising from or related to this

Agreement shall be brought in the county where this Healthcare Facility's principal place of business is located.

9. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions and statements will remain valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Agreement on the date first above written, when signing below and after training on HIPAA Law with full understanding this agreement shall stand.

Signature of Employee _____ Date: _____

Print Name: _____

Signature of facility representative _____

Date: _____ Print Name: _____

EMPLOYEE DOCUMENTATION OF HIPAA PRIVACY TRAINING

In compliance with the Health Insurance Portability Act of 1996 (HIPAA), our privacy officer is required to train employees on health information privacy policies and procedures according to the HIPAA Omnibus Standards of 2013, which include HI-TECH and Protected Health Information (PHI), Electronic Protected Health Information (ePHI) and Electronic Health Records (EHR). Training is provided periodically to all employees whose responsibilities allow them to access protected health information, as required by State and Federal mandates. This documentation (that the training was completed) must also be kept for six years after the training.

As the undersigned, I certify that I have received, read, understood, and agree to comply with the Healthcare Facilities HIPAA Policies and Operating Procedures.

Signature of Employee _____ **Date:** _____

Print Name: _____