

**Name of Practice**

## **CONFIDENTIALITY/HIPAA AGREEMENT**

As an employee or workforce member (defined as being an independent contractor who is on the premises and has or may have access to confidential and Protected Health Information) of \_\_\_\_\_ you may have access to Protected Health Information ("PHI") as well as "confidential" information. This Agreement will set out the terms and conditions which information created or received by or on behalf of \_\_\_\_\_ may be used or disclosed under state law and the Health Insurance Portability and Accountability Act of 1996 and updated through HIPAA Omnibus Rule of 2013 (hereafter "HIPAA").

Confidential information includes, but is not limited to any information about other employees, any computer log-on codes or passwords, physician information, any financial information, any intellectual property rights of \_\_\_\_\_, any proprietary information of \_\_\_\_\_ and any information that concerns \_\_\_\_\_ contractual relationships, relates to \_\_\_\_\_ competitive advantages, or is otherwise designated as confidential by \_\_\_\_\_. \_\_\_\_\_ is the records owner and has right of ownership interest in any confidential information.

Protected Health Information (hereafter referred to as PHI) includes all identifiers under C.F.R. § 164.514 and defined under HIPAA as individually identifiable health information, held or maintained by \_\_\_\_\_ that is transmitted or maintained in any form or medium.

Disclosure and use of PHI or confidential information includes, but is not limited to, the display or distribution of tangible physical documentation, in whole or in part, from any source or in any format (e.g., oral, electronic, paper, digital, internet, social networks, posting, FAX, etc.).

PHI and confidential information are valuable and sensitive information and is protected by law. Only the minimum necessary amount of information will be used as necessary to accomplish the task or purpose as part of your duties as an employee or workforce member.

As an employee or workforce member of \_\_\_\_\_, I, the undersigned agree to comply with the following terms:

1. I will not disclose my Logon Code to anyone to access the system and understand this is equivalent to my legal signature.
2. I am responsible and accountable for all entries made and all retrievals accessed under my Logon Code. All data available to me will be treated as confidential information.
3. I will not attempt to learn or use another's Logon Code unless I am the network administrator or have been authorized to perform such activities.
4. I will not access or request any on-line computer system using a Logon Code other than my own unless I am the network administrator or have been authorized to perform such activities.
5. I will not leave a secure computer application unattended while signed on with confidential or PHI information displayed.

6. I agree to password protect my desktop computer, laptop computer, tablets, mobile phone and external storage for electronic transmissions of work related communication.
7. If I have reason to believe that the confidentiality of my Logon Code/password has been compromised, I will immediately change my password and notify the privacy officer.
8. I will not access any confidential information, including personnel, billing or private information for which I have no responsibilities or need to know.
9. I will not access any PHI for which I have no responsibilities or need to know.
10. I will not use or disclose any confidential or PHI information in violation of HIPAA or any other applicable law.
11. I will use, access and disclose only the minimum amount of confidential information or PHI necessary to perform my duties.
12. All confidential and PHI information I receive will be held and treated as confidential and will not be disclosed in any manner whatsoever, in whole or part, except as authorized by HIPAA and state law and will not be used other than in connection with my employment relationship and duties.
13. I will not divulge, copy, release, sell, loan, review, alter or destroy any confidential information or PHI except as properly authorized within the scope of my professional activities.

Upon the termination of employment with \_\_\_\_\_ or the end of business with \_\_\_\_\_, I understand I will return all PHI that I maintain in any form and retain no copies or share such PHI or confidential information without the proper approval of \_\_\_\_\_. All confidential information, including copies thereof, will remain and be the exclusive property of \_\_\_\_\_, unless otherwise required by applicable law. If I am unable to return such information, I agree to destroy all PHI and confidential information, regardless of whether its form is paper or electronic. I understand that disclosure of confidential information or PHI is prohibited indefinitely, even after termination of employment or business with \_\_\_\_\_, unless specifically waived in writing by a principal of \_\_\_\_\_.

Under state and federal law and regulations governing an individual's right to privacy I understand I may be subjected to civil fines for which I may be personally responsible and criminal sanctions for unlawful or unauthorized access to or use or disclosure of an individual's confidential information.

I understand that if I violate any of the terms set out above, I may be subject to disciplinary actions, including employment termination, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to \_\_\_\_\_.

**With my signature set out below, I have read, understand and acknowledge agreement to all of the above statements regarding my responsibility for compliance with this Agreement.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

