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HIPAA EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, 20___, by and between _____, known as the "Healthcare Facility", and _____, known as the "Employee", and known collectively as the "Parties", set forth the terms and conditions under which information created or received by or on behalf of this Healthcare Facility (known collectively referred to as protected health information, or "PHI") 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 and will also uphold regulations enacted there under (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. Disclosure and use of Confidential Information includes oral communications as well as display or distribution of tangible physical documentation, in whole or in part, from any source or in any format (e.g., paper, digital, electronic, internet, social networks, magnetic or optical media, film, etc.). The Parties have entered into this Agreement to induce use and disclosure of Confidential Information and are relying on the covenants contained herein in making any such use or disclosure. This Healthcare Facility, not the Employee, is the records owner under state law and the Employee has no right or ownership interest in any Confidential Information.

3. Applicable Law. Confidential Information will not be used or disclosed by the Employee in violation of applicable law, including but not limited to HIPAA Federal and State records owner statute; this Agreement; the Practice's Notice of Privacy Practices, as amended; or other limitations as put in place by Practice from time to time. The intent of this Agreement is to ensure that the Employee will use and access only the minimum amount of Confidential Information necessary to perform the Employee's duties and will not disclose Confidential Information outside this Healthcare Facility unless expressly authorized in writing to do so by this Healthcare Facility. All Confidential Information received (or which may be received in the future) by Employee will be held and treated by him or her as confidential and will not be disclosed in any manner whatsoever, in whole or in part, except as authorized by this Healthcare Facility and will not be used other than in connection with the employment relationship.

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 as this Healthcare Facility, in its

