

A CONFIDENTIALITY AND NON –DISCLOSURE AGREEMENT REGARDING EMPLOYEES AND STAFF OF (Name of Entity)

(Legal Review of final Documents may be necessary when developed for specific Covered Entities or Business Associates).

The intent of the Health Insurance Portability and Accountability Act (HIPAA) and its standards is to assure that confidential information will remain protected and used only as necessary to accomplish this organization's mission and obligations to its clients.

As a condition of employment and to receiving confidential health information such as access to a computer or system, and/or being granted authorization to access any form of confidential information identified above or below, I, the undersigned agree to comply with the following terms.

1. My Logon Code is equivalent to my LEGAL SIGNATURE and I will not disclose this code to anyone or allow anyone to access the system using my Logon Code.
2. I am responsible and accountable for all entries made and all retrievals accessed under my Logon Code, even if another or I made such action due to my intentional or negligent act or omission. Any data available to me will be treated as confidential information.
3. I will not attempt to learn or use another's Logon Code.
4. I will not access or request any on-line computer system using a Logon Code other than my own.
5. I will not access or request any information for which I have no responsibilities. In addition, I will not access any other confidential information, including personnel, billing, or private information.
6. If I have reason to believe that the confidentiality of my User Logon Code/password has been compromised, I will immediately change my password and notify (**name of organization's security officer**).
7. I will not disclose any confidential information unless required to do so in the official capacity of my employment or contract. I also understand that I have no right or ownership interest in any confidential information.
8. I will not leave a secured computer application unattended while signed on.
9. I will comply with all policies and procedures and other rules of (**Name of Entity**) relating to confidentiality of information and sign-on codes.
10. I understand that my use of the system will be periodically monitored to ensure compliance with the agreement.
11. I agree not to use the information in any way detrimental to the organization and will keep all such information confidential.

12. I will not disclose protected health information or other information that is considered proprietary, sensitive, or confidential unless there is a need to know basis.
13. I will limit distribution of confidential information to only parties with a legitimate need in performance of the organization's mission.
14. I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or the business relationship with **(Name of Entity)**, unless specifically waived in writing by a principal of the organization.
15. This agreement shall survive the termination, expiration, or cancellation of this agreement.

I further understand that if I violate any of the above terms, I may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to **(Name of entity)**.

User's Name: _____ **Date:** _____ (Please Print)

User's Signature

Social Security Number