

## HIPAA EMPLOYEE COMPLIANCE AGREEMENT

This HIPAA Compliance Agreement ("Agreement") is entered into by and between \_\_\_\_\_ (hereinafter "Employee") and Furtherance of Autism with Intervention, Treatment, and Health services/ F.A.I.T.H., hereinafter referred to as "Employer") as of this day of \_\_\_\_\_, 20\_\_\_\_, in regard to the following facts:

A. Employer is in the business of processing medical records for hospitals and other health care providers and enters into contracts with such health care providers regarding the manner in which the services Employer performs must be carried out ("Health Care Provider Contracts");

B. In performing their employment duties, Employee acknowledges that they will directly or indirectly gain access to "Protected Health Information" ("PHI") as that term is defined under the federal Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"). Employee further acknowledges that the PHI is protected from disclosure by HIPAA and applicable state laws and other pertinent statutes and regulations, the violation of which is the basis of both civil and criminal liability.

C. Employer is unwilling to employ Employee unless Employee agrees to maintain the confidentiality of all PHI as set forth in this Agreement.

NOW, THEREFORE, Employee agrees as follows:

1. Term of Agreement. This agreement shall commence on the date set forth in the first paragraph above and the obligations herein shall continue in effect so long as Employee uses, disclose's, creates, or otherwise possesses any PHI created or received during their employment with employer and until all PHI created or received during their employment with Employer has been returned to Employer.

2. Use of PHI by Employee. Employee may only use and disclose PHI created or received by them during the term of their employment, on behalf of Employer or any of Employer's clients, for the purposes of carrying out the provisions of the Health Care Provider Contracts.

3. Maintenance of Security and Privacy of PHI. Employee hereby agrees to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA, and all other applicable law. Employee further agrees not the use or disclose PHI except as expressly permitted by this Agreement, applicable law, or the Health Care Provider Contracts. Employee further agrees to use appropriate safeguards to prevent use or disclosure of PHI not permitted by this Agreement, applicable law, or the Health Care Provider Contracts.

4. Prohibition Against Possession and/or Use of Photographic Equipment by Employee. During the term of their employment with Employer, Employee agrees they will not use or possess any personal photographic equipment at any time while performing services on behalf of Employer, while present at Employer's offices or other trade premises, or while present at the trade premises, facility, school, or office of any client of Employer. For the purposes of this Agreement, photographic equipment shall mean any device capable of creating, capturing, or

recording “still” or video graphic digital or analog images <sup>1</sup>including, but not limited to, digital or analog (film) cameras, “camera phones” or cellular telephones with cameras, and portable digital assistants (PDA’s) capable of recording digital images.

5. Reporting Unauthorized Disclosure of PHI. Employee agrees to immediately report to Employer any unauthorized or inadvertent use or disclosure of PHI by Employee, Employer’s other employees, Employer’s subcontractors, employees of Employer’s clients, or any other person or persons which occur while Employee is performing services within the scope of their employment with Employer. Employee acknowledges they have been informed and are aware of who to report to about HIPAA-related violations..

6. Termination of Employment upon Breach of Agreement. Employer may immediately terminate Employee’s employment if Employer determines that Employee has breached a material term of this Agreement. Employer’s remedies for breach of this Agreement are cumulative, and termination of Employee’s employment shall not preclude Employer from exercising any other remedy, whether at law, equity, or otherwise.

7. Return of PHI upon Termination of Employment. Upon termination of Employee’s employment, Employee shall return all PHI, regardless of the form in which it is being stored, acquired, created, or received by Employee on account of employer or while Employee was performing services within the scope of their employment with Employer. Employee further agrees that they shall retain no copies of any such pH I. The duties of Employee hereunder to maintain the security and privacy of PHI shall survive the termination of Employee’s employment with Employer.

8. Indemnification. Employee shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Employer and Employer’s employees, directors, officers, agents, clients, and the directors, officers, and employees of Employer’s clients, (each an “Indemnatee”) from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys fees at trial and on appeal) asserted or imposed against any Indemnatee arising out of the acts or omissions of Employee related to the performance or nonperformance of this Agreement.

9. Email Submission. Employee agrees to only utilize work issued email for submission and/or exchange of work related context, material for clients and staff and any use of personal email is in violation of this agreement and Employer standards.

10. Email Signature. All work emails should contain a signature of the privacy act statement at the bottom of each email of: “This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is

\_\_\_\_\_  
Initial:\_\_\_\_\_

strictly prohibited in accordance with the Electronics Privacy Act, 18 U.S.C. Sections 2510-2521.”

11. Emailing Documents. All documents and attachments in emails (Microsoft Word, Powerpoint, Excel, PDF, iWorks Pages, Keynotes, Numbers or other related forms of documents) which contain client or employee/staff information must be password protected. Password cannot be changed without the authorization of a supervising figure.
12. All issued electronic devices (iPad's, computers, etc) must utilize a password to open the device for each use. Password cannot be changed without the authorization of a supervising figure.
13. All iPad's must keep the "Find my iPhone app" on the iPad and it must be activated. This is for the protection of the device being lost or stolen so that either a) the device can be located, b) the device can be cleared of contents for the protection of clients and employees personal information.
14. All iPad's must utilize the "Guided Access" setting. "Guided Access" should be left on at all time under "Settings>Accessibility." When in use with a client, "Guided Access" should be activated for that app by opening the app, triple clicking the 'home' button and clicking 'start.'
15. Personal Devices. Documents containing client or staff information is restricted from being stored on personal devices. Employer is not responsible for such actions of negligence if information is breached from such personal devices.
16. Saving Documents. All documents (Word, Excel, PDF, iWorks, etc) should not be saved with a label using a clients identifying information (i.e. Name, birthdate, social security number, address, etc).
17. Document Contents. All documents written by staff for the use of Progress Reports, Exit Reports, and Behavior Plans should not contain PHI of full name of client, birthday, address, and etc.
18. Daily Data, anecdotal notes, and clinical notes to include tutor/supervisor supervision forms should should not contain identifiable client PHI information such as client name, address, birthdate, and etc.

Employees and partners of the practice will have access to confidential information, both written and oral, in the course of their employment and job responsibilities. It is imperative that this information is not disclosed to any unauthorized individuals to maintain the integrity of the patient information. An unauthorized individual would be any person that is not currently an employee of the practice and/or any information. Any other disclosures may only occur at the direction may only occur at the direction of the Privacy Office or by patient authorization.

I have read and understand the practice's policies with regards to privacy and Security of personal health information. I know that patients have received a "Notice of Privacy Practices" which describes the confidentiality and non-disclosure guidelines, and that these authorize me to have access to certain patient information in the performance of my routine duties. I agree to maintain confidentiality of all information obtained in the course of my employment including, but not limited to, financial, technical, or proprietary information of the organization and personal

and sensitive information regarding patients, employees, and vendors. I understand that inappropriate disclosure or release of patient information is grounds for termination. I understand that this duty of confidentiality and non-disclosure will continue to apply even after I am no longer working in this office.

MY SIGNATURE BELOW ATTESTS to the fact that I have read, understand, and agree to be legally bound to all of the above terms.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name<sup>2</sup>

\_\_\_\_\_  
Initial: \_\_\_\_\_