

HIPAA EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between **AAA FMS**, known as "AAA FMS", and _____, known as the "Participant", and known collectively as the "Parties", set forth the terms and conditions under which information created or received by or on behalf of AAA FMS (known collectively 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 thereunder (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 AAA FMS to the Participant and use of Confidential Information by the Participant. The term "Confidential Information" includes, but is not limited to, PHI, any information about clients or other participants, any computer log-on codes or passwords, any client records or billing information, any client lists, any financial information about AAA FMS or its clients that is not public, any intellectual property rights of AAA FMS, any proprietary information of AAA FMS, and any information that concerns AAA FMS's contractual relationships, relates to AAA FMS's competitive advantages, or is otherwise designated as confidential by AAA FMS.
2. **Disclosure.** Disclosure and use of Confidential Information include 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. AAA FMS, not the Participant, is the records owner under state law and the Participant has no right or ownership interest in any Confidential Information.
3. **Applicable Law.** Confidential Information will not be used or disclosed by the Participant in violation of applicable law, including but not limited to HIPAA Federal and State records owner statute; this Agreement; AAA FMS's Notice of Privacy Practices, as amended; or other limitations as put in place by AAA FMS from time to time. The intent of this Agreement is to ensure that the Participant will use and access only the minimum amount of Confidential Information necessary to perform the Participant's duties and will not disclose Confidential Information outside AAA FMS unless expressly authorized in writing to do so by AAA FMS. All Confidential Information received (or which may be received in the future) by the Participant 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 AAA FMS and will not be used other than in connection with the employment relationship.

4. **Log-on Code and Password.** The Participant understands that he or she will be assigned a log-on code or password by AAA FMS, which may be changed as AAA FMS, in its sole discretion, sees fit. The Participant will not change the log-on code or password without AAA FMS's permission. Nor will the Participant leave Confidential Information unattended (e.g., so that it remains visible on computer screens after the Participant's use). The Participant 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 Participant. Nor will the Participant use or even attempt to learn another person's log-on code or password. The Participant will immediately notify AAA FMS's HIPAA Privacy Officer upon suspecting that his or her log-on code or password no longer is confidential. The Participant agrees that all computer systems are the exclusive property of AAA FMS and will not be used by the Participant for any purpose unrelated to his or her employment. The Participant acknowledges that he or she has no right of privacy when using AAA FMS's computer systems and that his or her computer use periodically will be monitored by AAA FMS to ensure compliance with this Agreement and applicable law.
5. **Returning Confidential Information.** Immediately upon request by AAA FMS, the Participant will return all Confidential Information to AAA FMS and will not retain any copies of any Confidential Information, except as otherwise expressly permitted in writing signed by AAA FMS. All Confidential Information, including copies thereof, will remain and be the exclusive property of AAA FMS, unless otherwise required by applicable law. The Participant specifically agrees that he or she will not, and will not allow anyone working on their behalf or affiliated with the Participant in any way, to use any or all of the Confidential Information for any purpose other than as expressly allowed by this Agreement. The Participant understands that violating the terms of this Agreement may, in AAA FMS's sole discretion, result in disciplinary action including termination of employment and/or legal action to prevent or recover damages for breach. Breach reporting is imperative.
6. **Breach.** The Parties agree that any breach of any of the covenants or agreements set forth herein by the Participant will result in irreparable injury to AAA FMS for which money damages are inadequate; therefore, in the event of a breach or an anticipatory breach, AAA FMS will be entitled (in addition to any other rights and remedies which it may have at law or in equity, including money damages) to have an injunction without bond issued enjoining and restraining the Participant and/or any other person involved from breaching this Agreement.
7. **Binding Arrangement.** This Agreement shall be binding upon and endure to the benefit of all Parties hereto and to each of their successors, assigns, officers, agents, employees, shareholders, and directors. This Agreement commences on the date set forth above and the terms of this Agreement shall survive any termination, cancellation, expiration, or other conclusion of this Agreement unless the Parties otherwise expressly agree in writing.
8. **Governing Law.** The Parties agree that the interpretation, legal effect, and enforcement of this Agreement shall be governed by the laws in the State of California and by execution hereof, each party agrees to the jurisdiction of the courts of the State. The

Parties agree that any suit arising out of or in relation to this Agreement shall be brought in the county where AAA FMS's principal place of business is located.

9. **Severability.** If any provision under this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions and statements shall continue to be 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.

PARTICIPANT DOCUMENTATION OF HIPAA PRIVACY TRAINING

The Health Insurance Portability Act of 1996 (HIPAA) requires our privacy officer to train participants on our health information privacy policies and procedures to the HIPAA Omnibus Standards of 2013 which also include HI-TECH and Protected Health Information (PHI), Electronic Protected Health Information (ePHI), and Electronic Health Records (EHR). All participants with treatment, payment, or healthcare operations responsibilities, which allow access to protected health information, are trained with updates periodically as State and Federal mandates require. HIPAA also requires that we keep this documentation (that the training was completed) for six years after the training.

I, the undersigned, do hereby certify that I have received, read, understood, and agree to abide by AAA FMS's HIPAA Policies and Operating Procedures.

Participant's Signature: _____ **Date:** _____

Print Name: _____