HIPAA Employee Nondisclosure Agreement

This HIPAA Employee Nondisclosure Agreement is made between **Bearing Light LLC** and _____(*employee*) and is effective_____(*date*). The Agreement is intended to prevent the unauthorized disclosure of confidential information by the employee. The parties agree as follows:

I. Personal Health Information

During the course of employment, the employee may have access to personal health information (PHI) related to clients of the practice, including medical records, billing, financial records, or any individually identifiable health information. PHI is protected by the Health Insurance Portability and Accountability Act (HIPAA). HIPAA permits access to PHI on a "need to know" basis. Therefore, unless authorization has been granted, any intentional accessing of PHI, or circumvention of PHI security protocols, is prohibited.

II. Confidential Information

Confidential information consists of PHI as well as proprietary information related to the practice, including but not limited to: medical and financial records, identification, or other information conveyed in writing or in a discussion that is indicated to be confidential.

III. Nondisclosure

Without the practice's prior written consent, the employee will not: (a) disclose confidential information to any third party, whether electronically, orally, or in writing; (b) make, or allow to be made, copies or other reproductions of confidential information; (c) make any use of confidential information; or (d) use or disclose confidential information in violation of applicable law, including but not limited to HIPAA.

IV. Return of Confidential Materials

Upon the practice's request, the employee shall immediately return all original materials provided by the practice and any copies, notes, or other documents in the employee's possession pertaining to confidential information.

V. Term

The nondisclosure terms of this Agreement shall survive any termination, cancellation, expiration, or other conclusion of employment, unless the parties otherwise expressly agree in writing, or the practice sends the employee written notice releasing it from this Agreement.

Bearing Light:

_____
(Bearing Light LLC Signature)

_____
(Bearing Light LLC Typed or Printed Name)

_____
(Date)

Employee:

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Date)