



EMPLOYEE HIPAA CONFIDENTIALITY AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) of 1996 is a US law designed to provide privacy standards to protect patients' protected health information provided to health plans, doctors, hospitals and health care providers.

Protected Health Information (PHI) is any personally identifiable demographic information that can be used to identify a patient. HIPAA sets national standards for the privacy and security of PHI. HIPAA identifies 18 markers of PHI, which include:

1. Name
2. Address (including subdivisions smaller than state such as street address, city, county, or zip code)
3. Any dates (except years) that are directly related to an individual, including birthday, date of admission or discharge, date of death, or the exact age of individuals older than 89
4. Telephone number
5. Fax number
6. Email address
7. Social Security number
8. Medical record number
9. Health plan beneficiary number
10. Account number
11. Certificate/license number
12. Vehicle identifiers, serial numbers, or license plate numbers
13. Device identifiers or serial numbers
14. Web URLs
15. IP address
16. Biometric identifiers such as fingerprints or voice prints
17. Full-face photos
18. Any other unique identifying numbers, characteristics, or codes

- ☐ I understand that as an employee at Total Joint Orthopedics, Inc. (TJO), the use and disclosure of patient information is governed by the rules and regulations established under HIPAA, the Health Insurance Portability and Accountability Act of 1996. I acknowledge that during the course of performing my assigned duties at TJO I may have access to, use, or disclose protected health information. I hereby agree to handle such information in a confidential manner at all times during and after my employment and commit to the following obligations:
- ☐ I will use and disclose protected health information only in connection with and for the purpose of performing my assigned duties.
- ☐ I will request, obtain or communicate protected health information only as necessary to perform my assigned duties and shall refrain from requesting, obtaining or communicating more protected health information than is necessary to accomplish my assigned duties.



- ☐ I will take reasonable care to secure protected health information on my computer and will take steps to ensure that others cannot view or access such information. When I am away from my workstation or when my tasks are completed, I will log off my computer or use a password-protected screensaver in order to prevent access by unauthorized users.
- ☐ I will refrain from using portable storage devices such as jump or flash drives, CDs, DVDs, Zip drives for use with protected health information unless specifically authorized in writing by the CEO.
- ☐ If it is necessary to email any individually identifiable patient information it must be sent using the Total Joint Orthopedics encrypted Gmail account.
- ☐ I will not disclose, record or post my personal password(s) in an accessible location to anyone without the express written permission of my Supervisor and will refrain from performing any tasks using another's password.
- ☐ I will use and disclose protected health information solely in accordance with all state and federal laws.
- ☐ I will immediately report any unauthorized use or disclosure of protected health information that I become aware of to the appropriate supervisor.
- ☐ All patient data, email, and other data gathered or used during my employment is the sole property of TJO.
- ☐ I will destroy all hard copies of documents containing protected health information through either shredding or placing it in locked cans designated for documents that will be shredded by an approved company.
- ☐ I will store all hard copies of documents containing protected health information in a locked area when I am not using the information to perform necessary job duties.

I also understand and agree that my failure to fulfill any of the obligations set forth in this Agreement and/or my violation of any terms of this Agreement shall result in my being subject to appropriate disciplinary action.

Employee Signature:
Employee Printed Name:
Date:
Witness Signature:
Witness Signature Date: