



Confidentiality/HIPAA Agreement

This Confidentiality/HIPAA Agreement between Tri-State Nursing (hereinafter "Company") and, _____ (hereinafter "Employee") is effective as of _____.

CONFIDENTIALITY/APPLICATION OF HIPAA.

Employee agrees to maintain the confidentiality of all Company and Client information and affairs. All records containing Company's Client names, addresses and other information must be surrendered upon termination of Employment. Except as required in the performance of services hereunder, Employee will not, during the term of employment or after termination, use or disclose any confidential or proprietary information of Company or Client, or Client's patients, without first obtaining the consent of Company and, where appropriate, Client and patient. In addition, Employee agrees to maintain the confidentiality of information about Employee's wages and other compensation. Employee agrees to maintain the confidentiality of all Company and Client information and affairs. To the extent that Employee and Company may qualify as a "business associate" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and privacy regulations published by the U.S. Department of Health and Human Services contained at 45 CFR §§ 160 and 164 ("HIPAA Regulations"), which may be periodically revised or amended, and other applicable laws, Employee and Company agree to protect and provide for the privacy and security of Protected Health Information ("PHI"), as defined by HIPAA.

The parties agree as follows:

- a. Employee and/or agents shall use appropriate safeguards to prevent the use and/or disclosure of all PHI relating to patients, patients' family members, Clients' employees, Company's employees and other healthcare providers—made available by or obtained from Patient, Client or Company.
- b. Employee's disclosure of PHI shall be limited to only those purposes that are necessary to perform its employment obligations and specifically detailed in Employee's job responsibilities, unless otherwise agreed by the Parties.
- c. Employee shall not: (a) use or further disclose any PHI except as provided with the prior written approval of Company and Client; or (b) use or further disclose any PHI in a manner that would violate the provision of HIPAA or its regulations. Employee shall immediately report to Company and Client in a timely manner any unauthorized use or disclosure of PHI of which the Employee becomes aware.
- d. Upon termination of Employment, Employee shall return all PHI that Employee maintains in any form and retain no copies of such PHI without the prior written approval of Company and Client. If Employee is unwilling or unable to return such PHI, Employee shall destroy all PHI, regardless of whether its form is paper or electronic.
- e. Employee will indemnify, hold harmless and defend Company and Client from and against any and all claims, losses, liabilities, costs and other expense incurred as a result or arising directly or indirectly out of or in connection with any unauthorized use or disclosure of PHI by Employee.

This provision is not intended to restrict or otherwise limit the application of HIPAA to the parties. This provision is intended only to outline the parties' general duties as required by HIPAA. Employee and Company recognize that they are fully subject to all provisions of HIPAA, regardless of whether these provisions are outlined in the above provision. This HIPAA provision shall survive the termination of this Agreement.

Employee:

By: _____ Date: _____

Tri-State Nursing:

By: _____ Date: _____

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