

## HIPAA Confidentiality and Non-Disclosure Agreement

This HIPAA (employee) non-disclosure agreement (the “Agreement”) is made between Windsor Healthcare Recruitment Group Inc (“Provider”) and (“Employee”) and is effective from

The Health Insurance Portability and Accountability Act of 1996, commonly known as HIPAA, is a series of regulatory standards that outline the lawful use and disclosure of protected health information (PHI). HIPAA compliance is regulated by the Department of Health and Human Services (HHS) and enforced by the Office for Civil Rights (OCR).

The Agreement is intended to prevent the unauthorized disclosure of Confidential Information (as defined below) by Employee. The parties agree as follows:

**1. Personal Health Information** - During the course of employment, the Employee may have access to personal health information (“PHI”) relating to clients or patients of Provider. PHI may consist of medical records, billing, and 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.

**2. Confidential Information** - “Confidential Information” consists of PHI as well as proprietary information relating to Provider’s business, including but not limited to: medical and financial records, revenues, identification and account numbers and names, PINs, and passwords, or other information conveyed in writing or in a discussion that is indicated to be confidential.

**3. Non-Disclosure** - Without Provider’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 permit 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.

**4. Return of Confidential Materials** - Upon Provider’s request, the Employee shall immediately return all original materials provided by Provider and any copies, notes or other documents in Employee’s possession pertaining to Confidential Information.

**5. Term** - The non-disclosure terms of this Agreement shall survive any termination, cancellation, expiration or other conclusion of employment (or this Agreement) unless the parties otherwise expressly agree in writing or Provider sends Employee written notice releasing it from this Agreement.

Provider	Employee
Name	Name
Signature	Signature
Role	Role
Date	Date