

TEXAS: HIPAA HB 300

EMPLOYEE TRAINING, CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT entered into this date of _____, by and between _____ (Name of Practice) (hereafter "Our Practice") and **EMPLOYEES** (hereafter "Employee") sets forth the terms and conditions under which information created or received by or on behalf of Practice (hereafter collectively referred to as protected health information or "PHI") may be used or disclosed under state law and the Health Insurance Portability and Accountability Act of 1996, including the HI TECH Law act of 2010, and regulations enacted thereunder (hereafter "HIPAA") as they pertain to **TEXAS HB 300** Law since 2013.

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. All parties acknowledge that meaningful employment may or will necessitate disclosure of confidential information by Practice to Employee and use of confidential information by Employee. Confidential information includes, but is not limited to, PHI, any information about patients or other employees, any computer log-on codes or passwords, any patient records or billing information, any patient lists, any financial information about Practice or its patients that is not public, any intellectual property rights of Practice, any proprietary information of Practice and any information that concerns Practice's contractual relationships, relates to Practice's competitive advantages, or is otherwise designated as confidential by Practice.
2. Disclosure and use of confidential information, in accordance with **TEXAS HB 300 Law**, includes 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, 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. The Practice, not the Employee, is the records owner under state law and Employee has no right or ownership interest in any confidential information.
3. Confidential information will not be used or disclosed by Employee in violation of applicable law, including but not limited to HIPAA and **TEXAS HB 300 State Law** records owner statute; this Agreement; the Practice's Notice of Privacy Practices, as amended; or other limitations as put in place by Practice from time to time. The intent of this Agreement is to ensure that Employee will use and access only the minimum amount of confidential information necessary to perform Employee's duties and will not disclose Confidential information outside Practice unless expressly authorized in writing to do so by Practice. All Confidential information received (or which may be received in the future) by Employee 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 Practice and will not be used other than in connection with the employment relationship.
4. Employee understands that he or she will be assigned a log-on code or password by Practice, which may be changed as Practice, in its sole discretion, sees fit. Employee will not change the log-on code or password without Practice's permission. Nor will Employee leave confidential information unattended (e.g., so that it remains visible on computer screens after Employee's use). Employee 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 Employee. Nor will Employee use or even attempt to learn another person's log-on code or password. Employee immediately will notify the Practice's privacy officer upon suspecting that his or her log-on code or password no longer is confidential. Employee agrees that all computer systems are the exclusive property of Practice and will not be used by Employee for any purpose unrelated to his or her employment. Employee acknowledges that he or she has no right of privacy when using the Practice's computer systems and that his or her computer use periodically will be monitored by Practice to ensure compliance with this Agreement and applicable **TEXAS HB 300 Law**. (We will study and apply **Federal HIPAA Omnibus Rules**).
5. Immediately upon request by Practice, employee will return all confidential information to Practice and will not retain any copies of any confidential information, except as otherwise expressly permitted in writing signed by Practice. All confidential information, including copies thereof, will remain and be the exclusive property of Practice, unless otherwise required by applicable law. Employee specifically agrees that he or she will not, and will not allow anyone working on their behalf or

affiliated with Employee in any way, use any or all of the confidential information for any purpose other than as expressly allowed by this Agreement. Employee understands that violating the terms of this Agreement may, in Practice's sole discretion, result in disciplinary action including termination of employment and/or legal action to prevent or recover damages for breach.

6. The parties agree that any breach of these covenants or agreements set forth herein by Employee will result in irreparable injury to Practice for which money damages are inadequate; therefore, in the event of a breach or an anticipatory breach, Practice 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 Employee and/or any other person involved from breaching this Agreement.
7. This Agreement shall be binding to 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. The parties agree that the interpretation, legal effect and enforcement of this Agreement shall be governed by the laws of **TEXAS HB 300 State Law** 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 relation to this Agreement shall be brought in the county where the Practice's principal place of business is located. IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement on the date first above written.

EMPLOYEE DOCUMENTATION OF HIPAA PRIVACY TRAINING

Texas House Bill 300 in accordance also with The Health Insurance Portability Act of 1996 (HIPAA) including the HI TECH Law act of 2010 & TEXAS HB 300 Law since 2013, requires our privacy officer to train employees on our health information privacy policies and procedures. All employees with treatment, payment or health-care operations responsibilities, which allow access to protected health information, are trained biannually or as needed for updates to this law. HIPAA Laws also require that we keep 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 the Practices' NOPP.

PRINT NAME	JOB TITLE	SIGNATURE	DATE

