

HIPAA & Confidentiality Agreement

1. Purpose

This agreement outlines the legal and professional responsibilities of all employees and contractors of Rise & Shine ABA regarding the protection of Protected Health Information (PHI) and Electronic Protected Health Information (ePHI) in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and company privacy standards.

2. Definitions

Protected Health Information (PHI)

Any individually identifiable health information, including but not limited to:

- Client names or identifying details
- Diagnoses, treatment plans, and medical/behavioral records
- Session notes, data logs, and reports
- Insurance and billing information
- Any client-related information (verbal, written, electronic)

Electronic PHI (ePHI)

Any PHI stored, transmitted, or accessed electronically (email, data systems, electronic notes, telehealth, etc.).

Confidential Information

Includes PHI/ePHI and all internal company information, employee information, and proprietary materials.

3. Employee/Contractor Responsibilities

By signing this agreement, I acknowledge and agree that:

Use & Access

- I will only access PHI/ePHI when required for completing my job duties.
- I will use the minimum necessary information needed for my role.

Confidentiality

- I will not disclose PHI/ePHI to anyone not authorized to receive it.
- I will not discuss client information with family, friends, or unauthorized individuals.
- I will not talk about clients in public spaces or unsecure environments.

Security Measures

- I will use company-approved, password-protected, secure devices only.
- I will not use personal email or personal cloud storage to transmit or store PHI.
- I will ensure PHI is not visible to others (screens, documents, notes).
- I will use encryption, secure platforms, and HIPAA-compliant tools for communication.

Telehealth & Remote Work

- I will maintain a private and confidential workspace when accessing PHI remotely.
- I will ensure no unauthorized persons can overhear or view client sessions or data.

Reporting

- I will immediately report any suspected HIPAA breach, loss of device, unauthorized disclosure, or potential security threat to my supervisor or HIPAA Compliance Officer.

4. Prohibited Actions

I understand that I am strictly prohibited from:

- Taking screenshots or photos of client records or PHI
- Storing PHI on personal devices without written authorization
- Sending PHI via personal email, text message, or social media
- Sharing login credentials with anyone
- Leaving physical or electronic PHI unsecured
- Removing PHI from the work environment without authorization

Violations may result in disciplinary action, up to and including termination, legal penalties, and personal financial liability.

5. Term & Survival

- This agreement is effective for the entire duration of my employment or contract with Rise & Shine ABA.
- My responsibility to protect PHI and Confidential Information continues indefinitely after employment or contract termination.
- Upon separation, I agree to return or securely destroy all confidential materials in my possession.

6. Acknowledgment

By signing below, I certify that:

- I have received HIPAA and confidentiality training.
- I understand my legal obligations under HIPAA and state confidentiality laws.
- I agree to fully comply with all Rise & Shine ABA privacy and security policies.
- I understand that violations may result in disciplinary action and potential legal consequences.

7. Signatures

Employee/Contractor Full Name (Print):

Position/Title:

Signature:

Date: _____

Official use only

Supervisor/Administrator (if applicable):

Signature:

Date: _____

Note: