



Acurus Solutions Private Limited  
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## CONFIDENTIALITY/HIPAA AGREEMENT

I, the undersigned employee, understand that in the course of my employment with Acurus Solutions Private Limited or any related entity, I may become acquainted with information of a confidential, proprietary or secret nature which is or may be applicable to or related to the present or future business of the Company, its research and development, or the business of its customers. Such trade secrets include, but are not limited to, complications of information records, specifications and information concerning customers and/or vendors.

### HIPAA- Statutory and Regulatory Background

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, was enacted on August 21, 1996. Sections 261 through 264 of HIPAA require the Secretary of HHS to publicize standards for the electronic exchange, privacy and security of health information. Collectively these are known as the *Administrative Simplification* provisions.

HIPAA required the Secretary to issue privacy regulations governing individually identifiable health information, if Congress did not enact privacy legislation within three years of the passage of HIPAA. Because Congress did not enact privacy legislation, HHS developed a proposed rule and released it for public comment on November 3, 1999. The Department received over 52,000 public comments. The final regulation, the Privacy Rule, was published December 28, 2000.<sup>2</sup>

In March 2002, the Department proposed and released for public comment modifications to the Privacy Rule. The Department received over 11,000 comments. The final modifications were published in final form on August 14, 2002.<sup>3</sup> A text combining the final regulation and the modifications can be found at 45 CFR Part 160 and Part 164. Subparts A and E.

### What Information is Protected

**Protected Health Information\*** The Privacy Rule protects all "*individually identifiable health information*" held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information "protected health information (PHI)."<sup>12</sup>



"Individually identifiable health information" is information, including demographic data, that relates to:

- the individual's past, present or future physical or mental health or condition,
- the provision of health care to the individual, or
- the past, present, or future payment for the provision of health care to the individual,

and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.<sup>13</sup> Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, Social Security Number).

The Privacy Rule excludes from protected health information employment records that a covered entity maintains in its capacity as an employer and education and certain other records subject to, or defined in, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.

**De-Identified Health Information.** There are no restrictions on the use or disclosure of de-identified health information.<sup>14</sup> De-identified health information neither identifies nor provides a reasonable basis to identify an individual. There are two ways to de-identify information; either: (1) a formal determination by a qualified statistician; or (2) the removal of specified identifiers of the individual and of the individual's relatives, household members, and employers is required, and is adequate only if the covered entity has no actual knowledge that the remaining information could be used to identify the individual.<sup>15</sup>

I agree that I will not disclose any of the above-mentioned trade secrets, PHI or and other confidentially information made known whether directly or indirectly, or use them in any way, either during the term of my employment with the Company or after leaving the Company.

I further understand that I am an at-will employee of this Company and that this agreement is not to be construed as constituting a promise of continued employment.

Name of Employee \_\_\_\_\_

Signature of  
Employee \_\_\_\_\_

Date: