

Aspen Wellness Center
Rachel Blunk, LAc
2601 S. Lemay Ave., Ste. 25
Ft. Collins, CO 80525
(970) 223-4422

HIPPA COMPLIANCE AGREEMENT

The HIPPA Compliance Agreement (“Agreement”) is entered into by and between _____ (hereinafter “Employee”) and Rachel Blunk (hereinafter referred to as “Provider”) as of this day of _____, 20_____, in regard to the following facts:

A. Provider is in the business of acupuncture.

B. In performing employment duties, Employee acknowledges that they will directly or indirectly gain access to “Protected Health Information” (“PHI”) as that term is defined under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPPA”). Employee further acknowledges that the PHI is protected from disclosure by HIPPA and applicable state laws. The violation of which is the basis of both civil and criminal liability.

C. Employee agrees to maintain the confidentiality of all PHI as set forth in this Agreement.

Employee agrees the following:

1. Term of Agreement – This agreement shall commence on the date set forth in the first paragraph above and the obligations herein shall continue in effect so long as Employee uses, discloses, creates, or otherwise possesses any PHI created or received during their employment with employer and until all PHI created or received during their employment with employer has been returned to Provider.

2. Use of PHI by Employee – Employee may only use and disclose PHI created or received by them during the term of their employment, on behalf of Provider or any of Provider’s patients, for the purposes of carrying out the provisions of the the Health Care Provider Contracts.

3. Maintenance of Security and Privacy of PHI – Employee hereby agrees to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPPA, and all other applicable laws. Employee further agrees no to use or disclose PHI except as expressly permitted by this Agreement or applicable law. Employee further agrees to use appropriate safeguards to prevent use or disclosure of PHI not permitted by this Agreement or applicable law.

4. Prohibition Against Possession and/or Use of Photographic Equipment by Employee
- During the term of their employment, Employee agrees they will not use or posses any photographic equipment at any time while performing services on behalf of the Provider, while present at the Provider's office. For the purposes of this Agreement, photographic Equipment shall mean any device capable of creating, capturing, or recording “still” or video graphic digital /analog images with (but not limited to) cameras, cellular/camera phones and portable digital assistants that are capable of recording digital images.

5. Reporting Unauthorized Disclosure of PHI – Employee agrees to immediately report to Provider any unauthorized or inadvertent use or disclosure of PHI by Employee, other staff members, subcontractors, patients or any other person(s) which occur while Employee is performing services with the scope of their job duties for Provider.

6. Termination of Employment upon Breach of Agreement – The Employee's Employer _____ may immediately terminate Employee's employment if Employer determines that Employee has breached a material term of this Agreement.

7. Return of PHI upon Termination of Employment – Upon termination of Employee's employment, Employee shall return all PHI, regardless of the form in which it is being stored, acquired, created, or received by Employee on account of Provider or while Employee was performing services within the scope of their job duties for Provider. Employee further agrees that they shall retain no copies of any such PHI.

8. Indemnification – Employee shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Provider and Provider's employees, staff members, and patients (each an "Indemnitee") against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys fees at trial and on a plea) asserted or imposed against any Indemnitee arising out of the acts or omissions of Employee related to the performance or nonperformance of this Agreement.

MY SIGNATURE BELOW ATTESTS to the fact that I have read, do understand and agree to be legally bound to all of the above terms.

Staff Member Signature

Date

Printed Name

Provider/Privacy Officer

Date

Printed Name