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Employee Confidentiality Agreement

THIS AGREEMENT ("Agreement") entered into this day of, by and between Health and Psychiatry, known as the "Healthcare Facility", and , hereinafter referred to as the "Employee", and known collectively as the "Parties", set forth the terms and conditions under which Confidential Information, as defined in this Agreement, may be used.

WHEREAS, Healthcare Facility desires to employ Employee in a position which involves the processing and receipt of Confidential Information, as defined in this Agreement; and

Terms and Conditions

1. **Confidential Information:** The Parties acknowledge that meaningful employment may or will necessitate disclosure of Confidential Information by this Healthcare Facility to the Employee and use of such Confidential Information by the Employee. The term "Confidential Information" means: (1) "education records" as defined in the Family Education Rights and Privacy Act ("FERPA") and other applicable laws and regulations; (2) "protected health information" as defined in the Health Insurance Portability and Accountability Act ("HIPAA"); (3) employee medical information protected by the confidentiality requirements of the Americans with Disability Act ("ADA"); (4) employee medical information protected by confidentiality requirements of the Family Medical Leave Act ("FMLA"); and (5) information deemed confidential by other applicable laws and regulations, as well as any information or materials which are confidentially disclosed by the Healthcare Facility to the Employee, or obtained by the Employee in the course of his/her duties to the Healthcare Facility, including, but not limited to, the following: trade secret information; matters of a technical nature such as processes, devices, techniques, data and formulas, research subjects and results; marketing methods; plans and strategies; information about operations, products, services, revenues, expenses, profits, sales, key personnel, customers, suppliers, and pricing policies; and any information concerning the marketing and other business affairs and methods of the Healthcare Facility which is not readily available to the public.
2. **Disclosure:** Disclosure and use of Confidential Information 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, internet, social networks, 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. This Healthcare Facility, not the Employee, is the owner of all Confidential Information and the Employee has no right or ownership interest in any Confidential Information. All records, materials, documents or other objects containing Confidential Information, and copies thereof, obtained by the Employee in the course of his or her employment with the Healthcare Facility are confidential and shall not be used or disclosed in any manner by the Employee, except as allowed by applicable law and regulations and the policies and practices of the Healthcare Facility. Notwithstanding the policies and practices of the Healthcare Facility, in no event shall the Employee use or disclose Confidential Information in violation of HIPAA, FERPA, ADA, FMLA or other applicable law or regulations. After the termination of his or her employment with the Healthcare Facility for any reason, the Employee shall not use or disclose the contents of such Confidential Information for any purpose whatsoever, except as may be required by law, provided that the Employee must first provide prompt notice thereof to the Healthcare Facility to permit the Healthcare Facility an opportunity to contest such disclosure.
3. **Removal of Confidential Information:** The Employee agrees not to remove from the premises of the Healthcare Facility, except as an employee of the Healthcare Facility in pursuit of the businesses of the Healthcare Facility or except as authorized or directed by the Healthcare Facility, any records, materials, documents or object containing or reflecting any Confidential Information. The Employee recognizes that all such documents and objects, whether developed by her or by someone else, are the exclusive property of the Healthcare Facility.
4. **Applicable Law:** Confidential information will not be used or disclosed by the Employee: in violation of applicable law, including, but not limited to, HIPAA Federal and State records owner statute; this Agreement; the Healthcare Facility's Notice of Privacy Practices, as amended; or any other limitations as put in place by Practice from time to time. The intent of this Agreement is to ensure that the Employee will use and access only the minimum amount of Confidential Information necessary to perform the Employee's duties and will not disclose Confidential Information outside this Healthcare Facility unless expressly authorized in writing to do so by this Healthcare Facility. 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 this Healthcare Facility and will not be used other than in connection with the employment relationship.
5. **Log-on Code and Password:** The Employee understands that he or she will be assigned a log-on code or password by the Healthcare Facility, which may be changed as this Healthcare Facility, in its sole discretion, sees fit. The Employee will not change the log-on code or password without this Healthcare Facility's permission. Nor will the Employee leave Confidential Information unattended (e.g., so that it remains visible on computer screens after the Employee's use). The 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 the Employee. Nor will the Employee use or even attempt to learn another person's log-on code or password. The Employee immediately will notify this Healthcare Facility's HIPAA Privacy Officer if Employee reasonably believes that his or her log-on code or password no longer is confidential.
- The Employee agrees that all computer systems are the exclusive property of the Healthcare Facility and will not be used by the Employee for any purpose unrelated to his or her employment. The Employee acknowledges that he or she has no right of privacy when using this Healthcare Facility's computer systems and that his or her computer use periodically will be monitored by this Healthcare Facility to ensure compliance with this Agreement and applicable law.
6. **Returning Confidential Information:** Immediately upon request by this Healthcare Facility the Employee will return all Confidential Information to this Healthcare Facility and will not retain any copies of any Confidential Information, except as otherwise expressly permitted in writing signed by this Healthcare Facility. All Confidential Information, including copies thereof, will remain and be the exclusive property of this Healthcare Facility, unless Otherwise required by applicable law. The Employee specifically agrees that he or she will not and will not allow anyone working on their behalf or affiliated with the Employee in any way, to use any or all of the Confidential Information for any purpose other than as expressly allowed by this Agreement. The Employee understands that violating the terms of this Agreement may, in this Healthcare Facility's sole discretion, result in disciplinary action including termination of employment and/or legal action to prevent or recover damages for breach. Breach reporting is imperative.
7. **Breach:** The Parties agree that any breach of any of the covenants or agreements set forth herein by the Employee will result in irreparable injury to this Healthcare Facility for which money damages are inadequate; therefore, in the event of a breach or an anticipatory breach, the Healthcare Facility will be entitled (in addition to any other rights and remedies which it may have at law or in equity, including money damages) and to have an injunction, without bond, issued enjoining and restraining the Employee and/or any other person involved from breaching this Agreement.
8. **Binding Arrangement:** This Agreement shall be binding upon and endure to the benefit of 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.
9. **Governing Law:** The Parties agree that the interpretation, legal effect and enforcement of this Agreement shall be governed by the laws in the State of Florida and by execution hereof, each party agrees to the jurisdiction of the courts of the State of Florida. The Parties agree that any suit arising out of or relation to this Agreement shall be brought in the county where this Healthcare Facility's principal place of business is located.
10. **Correspondence:** The Employee agrees that all Healthcare Facility correspondence with patients must be made through approved channels. Approved correspondence methods are as follows: (1) using the Healthcare Facility's landline telephones or facsimile machine; (2) using the Healthcare Facility's provided email; (3) through letters on Healthcare Facility approved Letterhead. If a cellular text message is necessary and required, the Employee understands that he or she must use a Healthcare Facility owned cell phone, which can be made available in the Front Office upon request. Employee agrees that under no circumstances may any correspondence with patients to be made with personal cell phones.
11. **Severability:** If any provision under this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions and statements shall continue to be valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Agreement on the date first above written, when signing below and after training on HIPAA Law with full understanding this agreement shall stand.

Signature

Submit
