



EMPLOYEE CONFIDENTIALITY AGREEMENT

This agreement is between _____ a California limited liability company (Employer) and _____ (employee). In consideration of employer hiring employee, employee agrees as follows:

1. Agreement Not to Disclose Confidential Information

I, the employee, acknowledge that the employer may disclose to me or give me access to confidential information so that I may perform my employment duties. I agree that the confidential information includes Employer's trade secrets, sales and profit figures, customer lists, relationships with contractors, customers or suppliers, and opportunities for new developing business. The confidential information may be contained in written materials such as computer hardware and software, disks, document, files, drawings and product specifications. It may also consist of unwritten knowledge, including ideas, research, processes, practices or know-how. While I am employed by Employer, and afterward, I will not use or disclose to any other person or entity any confidential information or materials (either written or unwritten) except when I am required to do so to properly perform my duties to Employer or as written by law.

Information in the public domain, information generally known in the trade, and information that acquire completely independently of my services for Employer is not considered to be confidential.

2. Return of Confidential Information

While I am employed by Employer and afterward, I will not, except in performing my duties, remove or copy any confidential information or materials or assist anyone in doing so without Employer's written permission. Upon termination by Employer, or at any time that the Employer requests it, I will immediately return all confidential information and materials to Employer.



3. Right to an Injunction

I acknowledge that in addition to receiving or having access to confidential information as part of my employment, I will be in a position of confidence and trust with employees, clients, and customers of Employer. I acknowledge and agree that if I breach or threaten to breach any of the terms of this Confidentiality Agreement, Employer will sustain irreparable harm and that Employer will be entitled to obtain an injunction to stop any breach or threatened breach of this agreement.

4. Reasonableness

I acknowledge that the restrictions in this agreement are reasonable and necessary to protect Employer and its confidential information.

5. Survivability

This agreement will survive the termination, for any reason, of my employment with Employer

6. Entire Agreement

This is the entire agreement between parties. It replaces any and all oral agreements between the parties, as well as any prior writings.

7. Successors and Assignees

The agreement binds and benefits the heirs, successors, and assignees of the parties.

8. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- In person
- By certified mail, or
- By overnight courier



9. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of California.

10. Modification

This agreement may be modified by a writing signed by the party against whom such modifications is sought to be enforced.

11. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

12. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: _____

By: _____

PRINT NAME & TITLE

By: _____

(Name of CEO), CEO
Name of Company
Address of Company

Signature



Confidentiality Agreement

As an employee/volunteer of this company, which is involved in the evaluation and monitoring of the quality of care rendered to our patients and their families, I recognize that confidentiality is vital. I also understand that preservation of this confidentiality is the policy of _____.

Therefore, I agree to respect and maintain the confidentiality of all discussions, deliberations, records, and other information generated in connection with the activities of _____. I will make no voluntary disclosures of such information except to persons authorized to receive it by _____. I understand the agency is entitled to undertake such action as is deemed appropriate to ensure that this confidentiality is maintained. Any breach of this agreement may result in termination.

Furthermore, I recognize the importance of patient confidentiality and safeguarding of clinical records against any unauthorized use. I assure _____ that if placing and/or storing any patient information using my computer at home, that information will be password protected and accessible only by me.

I have been oriented to the agency policy on HIPAA compliance and agree.

Please Print Name

Employee/ Volunteer Signature

Date

Representative of Agency

Date

Title