

SOUTH CENTRAL HUMAN RESOURCE AGENCY
CONFIDENTIALITY, NON-DISCLOSURE and NON-SOLICITATION AGREEMENT

Applies to all employees (including administration, managers, and supervisors); volunteers; agency, temporary and registry personnel; Board Members; students, interns, and contracted personnel, as well as clients / parents.
Performance Standards 1303.20; 1303.21; 1303.22; 1303.23

In consideration of my continued "at-will" employment, I acknowledge and agree to the following:

A. Protection of Confidential Information

It is imperative that confidentiality of SCHRA, client and employee information is maintained pursuant to this Agreement, other Agency policies, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or other applicable law.

For purposes of this policy, the term "confidential information" includes any information or material which is not generally available to the public, and is:

1. Information generated, collected by or utilized in SCHRA operations;
2. Non-publicly available information about clients and/or their family members, including, but not limited to their identity, eligibility for participation in federal and state assistance programs, status as recipients of SCHRA services, medical and health information, conversations, financial information and non-public contact information (cell phone number, email, etc.); or
3. Non-publicly available information about SCHRA employees, volunteers and providers, including, but not limited to Personal Identifying Information (PII), employment records, non-public contact information, SSAN, corrective or disciplinary actions, etc.

I will not access confidential information unrelated to my job duties.

I will protect the privacy of all confidential information relating to SCHRA, its clients, employees and providers.

I will use or disclose confidential information only as required in the performance of my job duties.

I will not share, change or destroy any confidential information unless it is part of my job to do so. If any of these tasks are part of my job, I will follow the correct department procedure or the instructions of my supervisor (such as shredding confidential paper).

I will only share confidential information with agencies and individuals if there is a written consent form signed by the service recipient or their authorized representative. I understand a service recipient or their authorized representative may review their own family and/or child's records at any time upon written request.

If a demand is made upon me from an oversight agency, law enforcement or government agency, or Public Records Act requestor to disclose confidential information, I will immediately give written notice to my supervisor.

I will only copy or print information from SCHRA information systems when necessary for a legitimate work-related purpose. No confidential information will be copied to a personally owned computer or data storage device.

I am accountable for SCHRA information entrusted to me until it is properly filed or destroyed.

If I have access to SCHRA's electronic equipment and/or records, I will keep my SCHRA computer password secret and not share it with anyone unless specifically authorized to do so by SCHRA management. I understand my use of a SCHRA electronic system may be periodically monitored and audited to ensure compliance with this agreement.

I understand I have an obligation to immediately report any suspected security breach of, unauthorized access to, or misuse of confidential information. SCHRA will not tolerate any retaliation against an employee for making such a report.

Upon termination of my employment for any reason, I will immediately return to SCHRA all SCHRA's tangible property (laptop, cell phone, keys, identification badge, Customers records, etc.) and SCHRA confidential information – in any form or media – and not thereafter retain any such information.

B. Non-Solicitation of SCHRA Clients

In the course of their SCHRA employment, "direct service employees" develop relationships with vulnerable populations, SCHRA clients and Customers. If a SCHRA employee contemplates leaving their SCHRA employment, professional considerations and this Agreement prohibit the employee from using SCHRA or Customers confidential information or attempting to influence SCHRA Customers to discontinue utilizing SCHRA's services.

Accordingly, I will not:

1. Communicate with or disclose to my direct service clients or their families my intentions with respect to continued SCHRA employment or possible future employment with another direct service provider.
2. Disparage SCHRA's management, employees or services, to direct service clients or their families.
3. Discuss with or solicit direct service clients or their families to change their service provider away from SCHRA.
4. Upon termination of employment, I will not disclose – to a subsequent employer or anyone else – the identity of persons who receive or received services from SCHRA or any confidential information about such persons.

C. Compliance

Failure to comply with this Agreement may result in corrective action up to, and including, termination of employment or other relationships with SCHRA.

Nothing in this Agreement is intended to limit or restrain a public employee's First Amendment right to speak out about matters of public interest and concern; however, any such communication must not violate HIPAA or the individual privacy rights of another person.

In the event I violate the terms of this Agreement, I agree to entry of a Temporary or Permanent Injunction to enforce the terms of the Agreement and SCHRA shall be entitled to damages, including attorney's fees and costs, resulting from such violation.

This agreement shall survive the termination of my official relationship, employment or contract with SCHRA.

Having read this Confidentiality, Non-Disclosure and Non-Solicitation Agreement and afforded sufficient time to consider same and consult with counsel of my choosing, I, with full understanding of the provisions contained herein, agree to same.

Signature: _____

Date _____

Printed Name: _____