

Wake County Medical Society Community Health Foundation Worker Confidentiality, Non-Disclosure, and Non-Solicitation Agreement

CONFIDENTIALITY

In consideration of my position as an employee/agent/contractor, volunteer (“Worker”) for the Wake County Medical Society Community Health Foundation, Inc. (“the Company”), this Worker Confidentiality, Non-Disclosure, and Non-Solicitation Agreement (“Agreement”); and as part of my job responsibilities as Worker for the Company, the Company permits me (the “Worker”) to access patient information contained on the Company’s electronic data systems (“System”) and to utilize sensitive information including Personal Health Information (PHI) within the function of my role. I hereby agree as follows:

I hereby acknowledge that I understand that the information and data contained within the System, along with paper records of patients being served by the Company or another partner of the Company are subject to the following requirements. The Company has provided me with education about the privacy and security requirements of HIPAA and other applicable laws and my responsibility to comply with those requirements, and I agree to abide by those standards in accessing and releasing patient information.

1. I am only authorized to access the System as pertinent to my job function which may include accessing sensitive Company information and PHI located on the System or in paper records. By accessing the System, I am affirmatively representing to the Company at the time of each access that I have the requisite business need to view and know the content of the particular information source or record I’m accessing. The Company may rely on that representation in granting such access to me.

2. I am authorized to use only the sign-on or password specifically assigned to me to gain authorized access to the System, and I may not use or attempt to learn any sign-on or password given to others unless required for the performance of my duties. I will not allow my sign-on and password to be used by any other individual. I will not write down, or otherwise document, my sign-on or password where another individual may potentially view either. I am not authorized to disclose my assigned sign-on or password to anyone, including any of my co-workers, physicians, family members or others, other than to authorized employees, contractors, volunteers or agents of the Company in the event problems are encountered. In the event I have reason to believe that the confidentiality of my sign-on or password or another sign-on or password has been breached, I will contact the Information Security Officer or the Privacy Officer immediately to inform them of the breach. To prevent the unauthorized use of my sign-on and password by another user, I will always log off or lock the System when completed with my work or when leaving the workstation. I will be responsible for any unauthorized access to the System that may occur under my access code and password if I fail to do so.

3. I will not disclose any PHI or sensitive Company information, or any portion thereof, to any person or entity that is not authorized to have access to such information. I will respect the confidential nature of the information I access. All printed materials generated from the System or PHI are confidential information and may only be used for approved business practices. I will ensure that no patient or other confidential information from the System is downloaded or stored on any unauthorized non-Company information system.

4. If I suspect that PHI and/or other confidential information from the System has been released inappropriately, I will notify the Information Security Officer or the Privacy Officer.

5. I understand that any reports or results identified as interim or preliminary are not intended for use as a final report or final result.

6. I understand that the Company may monitor my activity while on the System as the Company deems necessary for purposes of maintaining the integrity, confidentiality and effective operation of the System. Any unauthorized activity may be reported to legal authorities.

7. I understand that the Company may conduct periodic audits to review activity on the System in order to identify and/or investigate unauthorized access to patient or other confidential information, or other security breaches. I understand that I may be required to produce a reason for each access that is audited.

8. I understand that my sign-on and password are the legal equivalent of my signature, and that any unauthorized access to computer files or records using my sign-on and password could violate federal laws and/or the laws of the State of North Carolina. I understand that I am personally responsible for any and all access to the System using my sign-on and password.

9. Violations of the above standards by me will constitute a breach of this Agreement and potentially subject me to criminal and civil penalties under the Computer Fraud and Abuse Act (18 USC 1030). I understand that any violation of this Agreement shall entitle the Company, in its sole discretion, immediately to cancel my access to the System. In addition to the potential revocation of my access or appropriate disciplinary actions, I acknowledge my responsibilities to follow applicable federal and state laws regarding access to System from the Company.

NON-DISCLOSURE

I understand that, as part of my role as a Worker for the Company, I will be allowed access to Proprietary Information. “Proprietary Information” includes:

- Current and retired policies and procedures governing business operations
- Documentation, resources, templates and materials produced by WCMSCHF
- Documentation, resources, templates and materials produced by partner agencies that are not within the public domain
- Other sensitive business information used by the Company to help achieve its business and charitable goals

Propriety Information does not include publicly available information.

I agree that I will not disclose or provide any Proprietary Information to any person, without the express written permission of the Company.

I agree that this non-disclosure provision applies during and after my term as a Worker for the Company, and that I must hold all Proprietary Information in strict confidence. I agree that, in any future dispute concerning whether particular information qualifies as Proprietary Information, the burden of proving that the particular information does not qualify will be on me. I agree that any failure by the Company to exercise its rights under this provision shall not be a waiver of any rights the Company has under this Agreement.

NON-SOLICITATION

I agree that during my term as a Worker for the Company, and for one year after the end of my term with the Company, I will not, directly or indirectly, solicit, interview, hire, or otherwise employ any current or former employee of the Company (“targeted employee”), nor shall I encourage or participate in any activity listed in this provision whereby a targeted employee would leave the Company in favor of other employment. This provision applies only to the activity occurring within Wake and Johnston Counties and any County sharing a border with these counties; and only in the situation where I have solicited, interviewed, hired, or otherwise employed the targeted employee to work in the same industry as the Company.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by the law of the State of North Carolina.

I hereby acknowledge that I have read the Agreement and I will comply with its terms.

Signature

Signature of Worker

Printed Name

Date