

# MASS STATE CLEANING

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## Janitorial Services

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### HIPAA (EMPLOYEE) NON-DISCLOSURE AGREEMENT

This HIPAA (employee) non-disclosure agreement (the "Agreement") is made between Mass State Cleaning ("Provider") and \_\_\_\_\_ ("Employee") and is effective \_\_\_\_\_. The Agreement is intended to prevent the unauthorized disclosure of Confidential Information (as defined below) by Employee. The parties agree as follows:

#### 1. Personal Health Information

During the course of employment, Employee may have access to personal health information ("PHI") relating to clients or patients of Provider. PHI may consist of medical records, billing, and financial records or any individually identifiable health information. PHI is protected by the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA permits access to PHI on a "need to know" basis. Therefore, unless authorization has been granted, any intentional accessing of PHI, or circumvention of PHI security protocols, is prohibited.

#### 2. Confidential Information

"Confidential Information" consists of PHI as well as proprietary information relating to Provider's business, including but not limited to: medical and financial records, revenues, identification and account numbers and names, PINs, and passwords, or other information conveyed in writing or in a discussion that is indicated to be confidential.

#### 3. Non-Disclosure

Without Provider's prior written consent, Employee will not: (a) disclose Confidential Information to any third party, whether electronically, orally, or in writing; (b) make or permit to be made copies or other reproductions of Confidential Information; (c) make any use of Confidential Information; or (d) use or disclose Confidential Information in violation of applicable law, including but not limited to HIPAA.

#### 4. Return of Confidential Materials

Upon Provider's request, Employee shall immediately return all original materials provided by Provider and any copies, notes or other documents in Employee's possession pertaining to Confidential Information.

## 5. Term

The non-disclosure terms of this Agreement shall survive any termination, cancellation, expiration or other conclusion of employment (or this Agreement) unless the parties otherwise expressly agree in writing or Provider sends Employee written notice releasing it from this Agreement.

## 6. Notice of Immunity from Liability

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

## 7. General Provisions

- (a) **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- (b) **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of the parties.
- (c) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
- (d) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this Agreement may cause Provider irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Provider shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Provider deems appropriate. This right of Provider is to be in addition to the remedies otherwise available to Provider.
- (f) **Attorney Fees and Expenses.** In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- (g) **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Massachusetts.
- (h) **Jurisdiction.** The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Massachusetts in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

**Employer:**

\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed or Printed Name)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employee:**

\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed or Printed Name)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_