

Confidentiality and Non-Compete Agreement	
1.	The Agency requires that the employee avoid disclosure of confidential information to anyone outside of the Agency and refrain from engaging in unfair competition.
2.	The Employee agrees to refrain from prohibited competition with the Agency and to maintain the confidentiality of information regarding employees, patients, and the Agency business.
3.	The Employee will have access to information not generally made available to the public, such as identity of patients, pricing, computer-related programs, etc. The Agency prohibits the utilization of this information for any purposes other than for the Agency's own benefit and prohibits disclosure or unauthorized use during the course of employment or at any time thereafter of any confidential information pertaining to Agency administration and/or projects, or outside investigations of the Agency. The employee is prohibited from disclosing any defaming information regarding Agency personnel and/or personnel incidents related to any violations of the personnel policies. The employee will protect all Electronic Records including passwords as outlined in the HIPAA manual.
4.	During the course of employment and for a twelve-month period thereafter the employee is prohibited from engaging in any of the following:
	<ul style="list-style-type: none"> a. inducing any employee of the Agency to resign b. encouraging any patient or entity to discontinue any relationship with the Agency. c. soliciting any patient of the Agency (current and within the past twelve-month period) d. entering into a competitive employment or seeking to provide competitive services while employed within twenty-five miles of any office of the Agency, or e. soliciting referrals or opportunities from any referral source.
5.	Upon termination of employment or at the request of the Agency, an employee will be required to return all of the Agency's property including keys, patient records, forms, manual, beeper, etc. to the Agency and will not retain copies.
6.	Violation of this agreement will result in termination and any additional remedy available to the Agency including legal action to recover all damages including loss of profits, cost of replacing and training employees that were improperly solicited for competitive employment, etc. If so adjudicated, the employee will be required to reimburse the Agency for all legal fees, costs, and other expenses.
7.	This agreement is in effect during the employee's employment and for twelve months thereafter. It does not modify the right of the employee to resign at any time or of the Agency to terminate employment without cause, notice or liability and does not modify any other Agency policy.
8.	The employee will protect all Electronic Records including passwords as outlined in the HIPAA manual.
EMPLOYEE SIGNATURE	
DATE:	