

## Project: Return to Work Inc. (R2W) CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT

The intent of this agreement is to protect confidential information, to restrict its disclosure, to enforce the Health Insurance Portability and Accountability Act (HIPAA) and its standards to ensure that confidential information is used only as necessary to accomplish R2W's mission and obligations to its clients, and to protect R2W's proprietary systems.

As a condition of volunteer service, and/or to be exposed to confidential client health information such as access to documentation and/or a computer or system, and/or being granted authorization to access any form of confidential information identified above or below, I, the undersigned agree to comply with the following terms.

- 1. I will comply with all policies and procedures and other rules of R2W relating to confidentiality of information.
- 2. I will not access or request any information for which I have no responsibilities, including confidential information, such as personnel, billing, or private information.
- 3. Any client data available to me will be treated as confidential information.
- 4. I will not disclose any confidential information unless required to do so in the official capacity of my volunteer service.
- 5. I understand that I have no right or ownership interest in any confidential information.
- 6. I will handle all protected health information or other information that is considered proprietary on a "need to know basis," and will not disclose sensitive, or confidential unless required to do so in the official capacity of my volunteer service.
- 7. I will limit distribution of confidential information to only parties with a legitimate need in performance of R2W's mission.
- 8. I agree that disclosure of confidential information is prohibited indefinitely, even after termination of my volunteer service or other business relationship with R2W, unless specifically waived in writing by the President of R2W.
- 9. I agree not to use any of the information referred to in this agreement in any way detrimental to the organization and will keep all such information confidential.
- 10. I will not disclose my login password(s) to anyone or allow anyone to access the system using them, with the exception of R2W's Chief Technology Officer.
- 11. I will not attempt to learn or use another person's password(s).
- 12. I will not access or request any on-line computer system using a password other than my own.
- 13. I am responsible and accountable for all entries made and all retrievals accessed while logged in.
- 14. If I have reason to believe that the confidentiality of my password has been compromised, I will immediately change my password and/or notify R2W's Technology Officer.
- 15. I will not leave a secured computer application unattended while signed in to software that contains confidential information.
- 16. I understand that my use of the computer system and network may be periodically monitored to ensure compliance with this agreement.
- 17. All information and/or ideas shared with me are to be considered as proprietary and the trade secret information of R2W. I will maintain the strictest confidence with all said information and will not disclose same in any way, use same for any other purpose, nor reproduce same, without the prior written consent of R2W.
- 18. I will not attempt to circumvent or compete with R2W in the development of this business concept.
- 19. I understand that if I violate any of the above terms, I may be subject to termination of my volunteer activity, loss of privileges, legal action for monetary damages or injunction, or any other remedy available to R2W.
- 20. The HIPAA portions of this agreement shall survive the termination, expiration, or cancellation of this agreement.

Volunteer:		_		 Date:	
	(Print Volunteer Name)		(Volunteer Signature)		

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