

# HEALTH CARE PRACTICE CONFIDENTIALITY AGREEMENT

(Non-Business Associates)

This AGREEMENT is between \_\_\_\_\_ (meaning “we”, “us,” and “our”) and \_\_\_\_\_ (meaning “you”, and “your”). This Agreement will be effective upon the sooner of the date of you first work for us or the date you sign this Agreement.

## REASONS FOR THIS AGREEMENT

Our business and professional activities involve the use of confidential information about patients and customers and information about our business which has economic value to us.

Your work for us will give you access to confidential information and to our valuable business information.

Because of our legal obligations to patients and customers and our financial interest in business information and because of your work for us and compensation you will earn, you agree to maintain the confidentiality of information in accordance with the following terms and conditions.

### I. Confidential Information

- A. You agree that you will not reveal confidential or business information to anyone without our permission. You understand that we have a financial interest in business information and a legal obligation to protect patient information. You also understand that there are many types of confidential information that you must protect. “Confidential Information” for purposes of this Agreement includes but is not limited to financial information about our customers and business partners, health information about our patients, and information about us and the way we do business, also often referred to as proprietary information.
- B. You agree that whatever type of Confidential Information you see, hear, or learn about while working for us must stay with us and may never be revealed to anyone or used by you for any purpose unrelated to the work you do for us. This restriction also applies to any information you help to create while working for us. All Confidential Information of any kind that you help to create while working for us either by yourself or with the help of others is owned by us. You agree to do everything necessary to help us protect our rights to this information including assisting us in complying with state and federal laws governing the confidentiality of patient health information. You agree that when you stop working for us, you will not use Confidential Information to solicit our patients for any purpose and that you will return any information to us immediately no matter what form that information takes. Your promise to protect Confidential Information will last until the information is no longer confidential or protected by law whichever time period is longer.

### II. General Provisions

- A. You agree that you signed this Agreement voluntarily and after the opportunity to seek the advice of an attorney. You read this Agreement and understand its content and meaning and you therefore waive the benefit of any legal rule of construction construing this Agreement against its drafter.
- B. This Agreement contains the entire agreement and understanding between you and us. There are no other oral or written agreements between you and us on the subject of this Agreement.

- C. If any provision of this Agreement is invalid, illegal or unenforceable, that provision will, to the extent possible, be modified in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Agreement, and if such a modification is not possible, that provision will be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired, it being intended by you and us that all of our and your rights and privileges will be enforceable to the fullest extent permitted by applicable law.
- D. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- E. Your promises regarding Confidential Information survive after your employment ends and this Agreement remains in effect as to those promises and as to our rights to enforce them.
- F. If a dispute arises from or relates to this Agreement, you agree to settle the dispute by arbitration in accordance with the American Arbitration Association Rules, and agree that judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the matter.
- G. You understand and agree that it will be difficult, if not impossible, to measure damages to us from a violation of this Agreement and that we would be irreparably harmed by a breach of this Agreement. You therefore agree (without prejudice to any other legal remedies we may have) that your breach or threatened breach of any of the terms of this Agreement, in whole or in part, will entitle us, without necessity of posting bond, to injunctive relief. The prevailing party in any legal action arising from or related to this Agreement will be entitled to attorney's fees, costs and expenses, including in arbitration and/or on appeal for such action.
- H. Our failure to insist in any one or more instances upon the performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of any right we have under this Agreement or of your future performance of any such term or conditions.

**By signing below, the parties execute and demonstrate their agreement.**

**You**

Signed:

Print Name:

Address:

Date:

**Us**

Signed:

Print Name:

Address:

Date: