

ADDITIONAL RESOURCES

Sample Confidentiality Agreement

*Sample only: please check with Legal Department before using at your site

In connection with the _____s _____ employees with disabilities, and in consideration of my retention and/or continued retention by _____ and the compensation I receive for my services from _____ and such other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

Confidentiality. In connection with the services provided for _____s, I understand that I may come into possession of information or materials that are confidential trade secrets or materials otherwise considered secret by _____s (the "Confidential Information"). Confidential Information includes, without limitation, business prospects, computer software, research techniques, research results, media plans, layouts, storyboards, scripts, reports and information regarding _____s' advertising, marketing and sales promotion products, services and strategies, and any other information deemed confidential, whether or not marked confidential or proprietary. I agree to maintain the Confidential Information in the utmost of confidence, to take all measures necessary to protect and not to disclose the Confidential Information except to those employees or independent contractors who execute a confidentiality agreement containing this clause, and who by virtue of their positions require this information to properly perform their functions in providing services for _____s.

Compliance with HIPAA. I will immediately notify _____s in writing (at the Office of _____'s Chief Privacy Officer, address) and _____ if in the course of providing services to _____s I have obtained or will obtain access to individually identifiable health information ("protected health information" or "PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Such PHI includes, without limitation, health information that identifies or could be used to identify an individual if such information relates to (a) the past, present or future physical or mental health condition of an individual; (b) the provision of health care to an individual or (c) the past, present or future payment for the provision of health care to an individual.

I acknowledge and agree that I will be subject to the terms and conditions of any Business Associates Agreement entered into by and between _____s and _____ pertaining to PHI.

Independent Contractor Status. I understand and agree that I have been hired and retained by _____, not _____s, and that _____s will have no responsibility for payment or withholding of taxes based on my income. I further understand and agree that under no circumstances will I be considered to be or treated as a _____s employee. My intention, and that of _____s, is for compensation for the services rendered in connection with the _____s _____ employees with disabilities to be paid to me by _____. As such, any future reclassification of _____ or me from independent contractor to employee status by a taxing authority will not confer upon me eligibility for any _____s benefits.

SIGNED this _____ day of _____, 20____

By: _____
SIGNATURE

Name: _____
PLEASE PRINT OR TYPE

Agency: _____
PLEASE PRINT OR TYPE

Please submit one signed page of this agreement per agency staff that will have access to _____s _____ Materials and/or spend time in a _____s store as an agency representative