
Hire Up Staffing & Healthcare Services
(A Kirkman Beck, LLC Company)
Policies Agreement • OCTOBER 8, 2025 REVISION

Confidentiality & HIPPA Agreement

Your Employment Status and Acknowledgment

By accepting potential employment with Hire Up, I understand and agree to the following:

- I am applying for a temporary assignment, and there is no promise of placement.
- If placed with a Hire Up client (the "Client"), I will be an at-will employee of Hire Up at all times.
- I will not be considered an employee of the Client for wages, compensation, or benefits, and I will not acquire any rights or benefits from the Client during my assignment.

I. Protection of Client Proprietary Information

1. Defining Proprietary Information

I acknowledge that during my assignment, I may access or learn Proprietary Information about the Client and its business. This includes any and all information that is confidential, proprietary, or constitutes intellectual property, whether written or not.

Proprietary Information includes, but is not limited to:

- Business Operations: Trade secrets, inventions, processes, formulas, technical data, business plans, marketing techniques, and costs.
- Financial Data: General financial information.
- Personnel & Relationships: Identities/lists of customers, prospects, suppliers, vendors, key employees, personnel data, and contacts.
- Technology: Computer programs, technology, and software information, and passwords.
- Policies: Client policies and procedures.

2. Prohibition on Misuse (Misappropriation)

During and after my employment with Hire Up, I promise not to disclose, use, or help others disclose or use any Proprietary Information, except strictly for the benefit of the Client and as required to perform my job duties.

Misappropriation includes, but is not limited to, accessing, downloading, or transmitting a Client's Proprietary Information (in digital or other form) for my personal economic or non-economic use, even if I am otherwise authorized to access the information for work.

3. Return of Property

I agree to immediately return all Client property, including all copies of Proprietary Information, when my assignment ends for any reason. I will not remove any Client property from their premises without express permission. Client property includes, but is not limited to: keys, credit cards, access cards, computers, electronic devices, or any other items of value.

II. **Confidentiality of Health Information (HIPAA)**

4. **Protecting Individually Identifiable Health Information (PHI)**

If my assignment involves handling client or patient information, I understand and agree that I may access Individually Identifiable Health Information (PHI). This type of information must be protected from unauthorized use or disclosure.

PHI includes, but is not limited to, information concerning:

- An individual's past, present, or future physical or mental condition.
- Healthcare arrangements or payment for healthcare.
- Any information that personally identifies an individual and is created or received by a healthcare provider, employer, or other health-related entity.

5. **HIPAA Compliance**

I acknowledge that the Health Insurance Portability and Accountability Act (HIPAA) protects PHI. If I am placed in an office that has access to medical or financial information, I **MUST KEEP ALL INFORMATION STRICTLY CONFIDENTIAL** and adhere to the following security guidelines:

- Never discuss personal or medical information with anyone outside the authorized office environment.
- Only transmit or discuss PHI with authorized persons for authorized purposes.
- Never leave PHI on an answering machine or unsecure voicemail.
- If faxing PHI, I will personally verify the fax number and ensure the transmittal includes a confidentiality disclosure statement.
- Never leave PHI on a desk, copy machine, or other visible location where others can see it.
- Always follow appropriate log-off and/or locking procedures for any computer system displaying PHI when I step away from my workstation.
- Follow all Client procedures for appropriately securing sensitive information.

III. **Breach Reporting and Consequences**

If I believe that any breach of confidentiality or PHI disclosure has occurred, I will immediately inform the Compliance Officer at the Client location *and* notify a HIRE UP manager.

I understand that any unauthorized breach of confidentiality exposes me personally, as well as Hire Up and the Client, to severe disciplinary action, including termination, and potential civil and criminal penalties.