



Series: HR- Practices **COA:** 5.02 ETH 2, 4,
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CFOP: NA

Procedure Name: Intellectual Property & Confidential Information
Procedure Number: HR-2418
Revision #/Date: NA
Effective Date: 2/6/07

Applicable to: All CBCB Staff, Independent Contractors,
Temporary Employees, Interns, Volunteers

SUBJECT: Intellectual Property & Confidential Information

PURPOSE: To maintain the proprietary rights and confidentiality of information of Community Based Care of Brevard. To safeguard the confidential and protected information of clients and employees and to protect proprietary information of the Agency

PROCEDURE:

1. In the scope of their job responsibilities, employees, Independent Contractors, temporary Employees, Interns and Volunteers of Community Based Care of Brevard may write, design, develop, create, implement or deliver to Company certain work product,(s).
2. These include, but are not limited to, promotional ideas, trademarks, service marks, logos, designs, business, marketing, advertising and/or sales concepts or strategies, research, programs, documentation, systems, data, database development, reports, analyses, designs, logistical techniques, or methodologies, in all media and forms of expression.
3. These, whether or not completed, relating to the company's business, including without limitation all copyrights, patents, trade secrets, or other intellectual property rights associated with any concepts, techniques, inventions, processes, or works of authorship developed or created by any employee or other covered individual with a relationship with the company during the course of performing work for the Company or its clients, shall belong exclusively to the company, and shall, the fullest extent possible, be considered a work made by employee for hire for employer within the meaning of Title 17 of the United States Code
4. To the extent that the work product may not be considered work made by "employee for hire for employer", employee and other parties covered by this procedure agree to assign, and automatically assign at the time of creation of the work product, without any requirement of further consideration, any right, title, or interest employee or related party may have in such work product to CBC of Brevard. Upon the request of CBC of Brevard, employee or other related party shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.
5. Further, as much of the sensitive client data utilized by the staff of CBC of Brevard is protected under HIPAA and other regulations, it is expressly prohibited for this data, information, or

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copies of same, to be duplicated and/or used on a home computer. This equally applies to other related parties including Independent Contractors, Temporary Employees, Interns or Volunteers.

6. Each employee, Independent Contractor (in direct service), Temporary Employee, Intern and Volunteer (in direct service) completes the Security Awareness Training required by the Florida Department of Children & Families and acknowledges at the end of this training that the security of this "Confidential Information" can not be used outside of the CBC of Brevard network for obvious security breach issues and compliance with HIPAA. CBC of Brevard is closely monitored in its compliance with Statute, Administrative Code and/or Federal Regulations and strives to ensure complete compliance.

7. Each employee, Independent Contractor, Temporary Employee, Intern and/or Volunteer understands that as an employee or related party of CBC of Brevard he or she may have access to or become acquainted with confidential information, trade secrets, inventions, innovations, processes, programs and/or program models, compilations of information, records, and sensitive client information and database programs owned or licensed by CBC of Brevard and/or used by CBC of Brevard in connection with the operation of its business including but not limited to, its business processes, strategic plans, organization objectives, financial data, methods, client lists, client Protected Health Information (PHI), procedures and source material.

8. This type of information is construed as both "proprietary" and "Intellectual Property" of CBC of Brevard. The employee or related party agrees that he or she shall not disclose any of the aforementioned, directly or indirectly, or use any of them in any manner, either during the course of the their employment, or working relationship or any time thereafter, except as required and specifically authorized by CBC of Brevard. All files, records, documents, information, letters, notes, data, data sets, databases, programs, programmatic elements, program models and similar items relating to the business of CBC of Brevard, whether prepared by the employee or related party or otherwise, coming into the individual's possession, shall remain the exclusive property of CBC of Brevard. The employee or related party shall not make or retain any copies of the foregoing.

9. Upon the termination of employment, contracted period of time or relationship with CBC of Brevard or whenever requested by the management of CBC of Brevard, the individual shall immediately deliver to CBC of Brevard all such files, records, documents, data, information, and all other items in the individuals' possession or under the his or her control.

10. During employment, a violation of this policy is grounds for disciplinary action up to and including dismissal. During a contractual or other relationship, a violation of this policy will be grounds for the company to sever the relationship. After employment separation an ex-employee who violates this policy and discloses CBC of Brevard's confidential and proprietary property will be subject to legal action to the fullest extent of the law.

BY DIRECTION OF THE CHIEF EXECUTIVE
OFFICER



DR. PATRICIA NELLIUS-GUTHRIE
Chief Executive Officer
CBC of Brevard, Inc.

APPROVAL DATE: 3/24/09