

HIPAA AND CONFIDENTIALITY AGREEMENT

I, _____, (“Volunteer”) agree to keep certain information of Higher Ground Healing (the “Company”) confidential according to the terms of this Confidentiality Agreement (this “Agreement”). The Company complies with HIPAA regulations, which state that all patients, employees and volunteers have the right to have the confidentiality of their Protected Health Information, as defined in 45 C.F.R. § 160.103, which can include medical, financial, personal and other information, records, data, etc., protected from unauthorized viewing, use and disclosure. The Company requires that all employees, contractors, volunteers and any other agents of the Company maintain the confidentiality regarding any Company Information (defined below), including Protected Health Information.

1. **Confidential Information.** The Company now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business and has acquired certain Protected Health Information, as defined in 45 C.F.R. § 160.103, of its patients and clients (collectively, “**Company Information**”). The Company will be disclosing Company Information to Volunteer during Volunteer's performance of Volunteer's duties. Company Information includes not only information disclosed by Company, but also information developed or learned by Volunteer during Volunteer's performance of Volunteer's duties. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of the Company, whether or not such information is identified by Company. By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer/client and supplier lists, contracts with third parties and agencies, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Company Information also includes like third-party information which is in the Company's possession under an obligation of confidential treatment.
2. **Protection of Company Information.** Volunteer agrees that at all times during or subsequent to the performance of Volunteer's duties, Volunteer will keep confidential and not divulge, communicate, or use Company Information, except for Volunteer's own use during the Term of this Agreement to the extent necessary to perform Volunteer's duties. Volunteer further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from the Company's principal place



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of business, without prior written approval of the Company. In order to safeguard these rights, employees, contractors, volunteers and any agents may only look at, use or disclose Company Information only for reasons necessary to the performance of their duties. Any unauthorized viewing, use or disclosure of such information will provide grounds for termination of employment/contract or volunteer affiliation.

3. **Company Property.** All materials, including without limitation tools, instruments, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the “**Materials**”), which are furnished to Volunteer by the Company or which are developed in the process of performing Volunteer’s duties, or embody or relate to the Services or the Company Information, are the property of the Company, and shall be returned by Volunteer to the Company promptly at the Company's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Volunteer is granted no rights in or to such Materials or the Company Information, except as necessary to fulfill Volunteer’s duties. Volunteer shall not use or disclose the Materials or Company Information to any third party.

I acknowledge being informed of this Statement concerning confidential information and its treatment and agree to adhere to and uphold the expectations of this Statement.

VOLUNTEER:

Name

Date