

Conflict of Interest

Policy:

No employee or member of Reliable Home Health or other individual, committee, or entity shall derive any profit or gain directly or indirectly by reason of their association with the agency, without the prior knowledge & approval of Reliable Home Health. All RHH members and/or employees, at the discretion & specific request of the board, will be required to submit a disclosure statement annually.

If a matter arises in which a member of the board or employee has a conflict of interest, it shall be promptly disclosed to the Agency Director & Reliable Home Health.

In matters involving a conflict of interest, a board member must disclose any known significant reason why a transaction might not be in the best interest of the agency & a board member shall not participate in discussions unless requested by the board nor vote on such transactions. The abstention & the reason for it shall be recorded in the minutes.

Field staff in any capacity understands that all Consumers are Consumers of the Agency not personal Consumers of the field staff. Consumers may never be serviced privately by an employee of Our Agency for the financial gain of the employee. Should an employee terminate employment with Reliable Home Health, the field staff understands that the Consumers may not be encouraged or otherwise moved from our Agency to another Agency.

Individual Statement Regarding Conflict of Interest

I, _____, have read & am fully familiar with the agency's policy statement regarding conflict of interest. I am not presently involved in any transaction, investment, or other matter in which I would profit or gain directly or indirectly as a result of my membership on the agency's Governing Body or its committees or my employment. Furthermore, I agree to disclose any such interest which may occur in accordance with the requirements of the policy & agree to abstain from any vote or action regarding the agency's business that might result in any profit or gain directly or indirectly, for myself. I also for another homecare agency: Yes No

Confidentiality Agreement

This agreement is made between _____ & Reliable Home Health on _____ (Date)

The Employee agrees to the terms of this Agreement:

1. As a condition of employment, the employer requires that all new employees agree to enter into this Confidentiality Agreement (the Agreement). The Employee acknowledges that employment with Employer is sufficient consideration for the Employee to entering the Agreement.
2. The Employee acknowledges that, in the course of employment, the Employee will, & may in the future, come into possession of certain confidential information belonging to the Employer including but not limited to trade secrets, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, & other information disclosed or submitted. This confidential information may be embodied in handwritten notes by the Employee, computer disks, tapes, paper, or any other media.
3. The Employee hereby covenants & agrees that she/he will at no time, during or after the term of employment with the Employer, use for his/her own benefit or the benefit of others, or discloses or divulge to others, any such confidential material.
4. Upon termination of employment, the Employee will return, retaining no copies or notes, all documents relating to the Employer's business including, but not limited to, reports, lists, correspondence, information, computer files, computer disks, & all other material & all copies of such material, obtained by the Employee during employment nor will the employee attempt to contact or solicit any Consumers that the employee may have worked with during employment.
5. The Employee recognizes that the Employer may be irreparably damaged by breach of this Agreement & that the Employer shall be entitled to seek an injunction to prevent such competition or disclosure, & will entitle the Employer to other legal remedies, including attorney's fees & costs.
6. The obligations of Recipient herein shall be effective from the date the Owner last discloses any Confidential Information to Recipient pursuant to this Agreement.
7. If any part of this Agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected & shall remain in full force and effect.
8. This instrument, including any attached exhibits & addenda, constitutes the entire Agreement of the parties. No representation or promises have been made except those that are set out in this Agreement. This Agreement may not be modified except in writing signed by all parties.
9. This Agreement shall take effect as a sealed instrument & shall be construed, governed, & enforced in accordance with the laws of the State of PA, without regards to its conflicts of law provisions.
10. The descriptive headings used herein are for convenience of reference only & they are not intended to have any effect whatsoever in determining the rights or obligations under this Agreement.

Employee Signature: _____ Date: _____

Employer Signature: _____ Date: _____