

PROCEDURE

Series: HR-Practices **COA:** HR 3.05, 5.02; ETH 2, 4, 5;
TS 2.01

Procedure Name: Intellectual Property & Confidential Information
Procedure Number: HR 2418
Reviewed Date: 1/20/13, 4/6/16
Revision #/Date: (1) 2/16/13, (2) 8/7/19
Effective Date: 02/06/07

CFOP:

Applicable to: All Brevard Family Partnership (BFP FOA) independent contractors, temporary staff, interns, volunteers

PURPOSE: To maintain the proprietary rights and confidentiality of information of the BFP FOA to safeguard the confidential and protected health information of clients and employees and to protect proprietary information of the agencies.

References:

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1. In the scope of their job responsibilities, employees, independent contractors, temporary staff, interns and volunteers of the BFP FOA may write, design, develop, create, implement or deliver 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, training curriculum, toolkits, assessment tools, logistical techniques, or methodologies, in all media and forms of expression.
3. These, whether or not completed, relating to the business of any of the agencies, including without limitation all copyrights, patents, trade secrets, or other intellectual property rights associated with any concepts, techniques, inventions, processes, programs or works of authorship developed or created by any employee or other covered individual with a relationship with the agency during the course of performing work for the agency or its clients, shall belong exclusively to the agency under which it was developed, and shall, to the fullest extent possible, be considered a work product made by employee or other covered individual for hire for agency 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 agency", 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 the BFP FOA. Upon the request of an agency of the BFP FOA, 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 the BFP FOA, if applicable, is protected under HIPAA and other regulations, it is expressly prohibited for this data, information, or copies of same, to be duplicated and/or used on a home computer. This equally applies to other related parties including independent contractors, temporary staff, interns or volunteers.
6. Each employee, independent contractor (in direct service), temporary staff, intern and volunteer (in direct service) completes the Security Awareness Training required by the Florida Department of Children and Families and acknowledges at the end of this training that the security of this "Confidential Information" cannot be used outside of the BFP FOA (if applicable) network for obvious security breach issues and to ensure compliance with HIPAA. The BFP FOA are closely monitored in its compliance with Statute, Administrative Code, and/or Federal Regulations and strive to ensure complete compliance.
7. Each employee, independent contractor, temporary staff, intern and/or volunteer understands that as an employee or related party of the BFP FOA 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 the BFP FOA in connection with the operation of its business including but not limited to, its business processes, strategic plans, training curriculum, toolkits, 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 the BFP FOA. The employee or related party agrees that he or she shall not disclose any of the aforementioned, directly or indirectly, or use any of this information in any manner, either during the course of his or her employment, or working relationship or any time thereafter, except as required and specifically authorized by the BFP FOA. All files, records, documents, information, letters, notes, data, data sets, databases, programs, programmatic elements, program models, training curriculum, toolkits and similar items relating to the business of the BFP FOA whether prepared by the employee or related party or otherwise, coming into the individual's possession, shall remain the exclusive property of the BFP FOA. 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 the BFP FOA or whenever requested by the management of the BFP FOA, the individual shall immediately deliver 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 termination. During a contractual or other relationship, a violation of this policy will be grounds for the agency to sever the relationship. After employment separation an ex-employee who violates this policy and discloses the BFP FOA confidential and proprietary property will be subject to legal action to the fullest extent of the law.



BY DIRECTION OF THE CHIEF EXECUTIVE OFFICER:

A handwritten signature in blue ink that reads "Philip J. Scarpelli".

PHILIP J. SCARPELLI
Chief Executive Officer
Brevard Family Partnership Family of Agencies

APPROVAL DATE: 1/27/2020