

HIPAA EMPLOYEE CONFIDENTIALITY AGREEMENT

As an employee of **MEDICAL PERSONNEL SERVICES**, both as a temp and in a temp to hire position, you will be privy to both personal and private patient information. The confidentiality of this information is a serious responsibility. Any disclosures by an employee could render the employee and the physician or practice liable for damages on grounds of defamation or invasion of privacy. It is our right as your employer to expect you strictly adhere to this policy of confidentiality.

1. Confidential Information. The term "Confidential Information" includes, but is not limited to, PHI, any information about patients or other employees, any computer log-on codes or passwords, any patient records or billing information, any patient lists, and proprietary information of Practice and any information that concerns this Healthcare Facility's contractual relationships.

2. Disclosure. Disclosure and use of Confidential Information includes oral communications as well as display or distribution of tangible physical documentation, in whole or in part, from any source or in any format (e.g., paper, digital, electronic, internet, social networks, magnetic or optical media, film, etc.).

3. Applicable Law. The intent of this Agreement is to ensure that the Employee will use and access only the minimum amount of Confidential Information necessary to perform the Employee's duties and will not disclose Confidential Information outside this Healthcare Facility unless expressly authorized in writing to do so by this Healthcare Facility. All Confidential Information received (or which may be received in the future) by Employee will be held and treated by him or her as confidential and will not be disclosed in any manner whatsoever, in whole or in part, except as authorized by this Healthcare Facility and will not be used other than in connection with the employment relationship.

4. Log-on Code and Password. The Employee understands that he or she will be assigned a log-on code or password by Practice, which may be changed as this Healthcare Facility, in its sole discretion, sees fit. The Employee will not change the log-on code or password without this Healthcare Facility's permission. Nor will the Employee leave Confidential Information unattended (e.g., so that it remains visible on computer screens after the Employee's use). The Employee agrees that his or her log-on code or password is equivalent to a legally-binding signature and will not be disclosed to or used by anyone other than the Employee. Nor will the Employee use or even attempt to learn another person's log-on code or password. The Employee agrees that all computer systems are the exclusive property of Practice and will not be used by the Employee for any purpose unrelated to his or her employment.

5. Use of Confidential Information. All Confidential Information, including copies thereof, will remain and be the exclusive property of the Healthcare Facility. The Employee specifically agrees that he or she will not, and will not allow anyone working on their behalf or affiliated with the Employee in any way, use any of the Confidential Information for any purpose other than as expressly allowed by this Agreement. The Employee understands that violating the terms of this Agreement may, in this Healthcare Facility's sole discretion, result in disciplinary action including termination of employment and/or legal action to prevent or recover damages for breach.

6. Breach. The Parties agree that any breach of any of the covenants or agreements set forth herein by the Employee will result in irreparable injury to this Healthcare Facility for which money damages are inadequate; therefore, in the event of a breach or an anticipatory breach, MPS will be entitled (in addition to any other rights and remedies which it may have at law or in equity, including money damages) to have an injunction without bond issued enjoining and restraining the Employee and/or any other person involved from breaching this Agreement.

7. Binding Arrangement. This Agreement shall be binding upon and endure to the benefit of all Parties hereto and to each of their successors, assigns, officers, agents, employees, shareholders and directors. This Agreement commences on the date set forth above and the terms of this Agreement shall survive any termination, cancellation, expiration or other conclusion of this Agreement unless the Parties otherwise expressly agree in writing.

8. Governing Law. The Parties agree that the interpretation, legal effect and enforcement of this Agreement shall be governed by the laws in the State of Tennessee and by execution hereof, each party agrees to the jurisdiction of the courts of the State. The Parties agree that any suit arising out of or relation to this Agreement shall be brought in the county where this principal place of business is located.

9. Severability. If any provision under this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions and statements shall continue to be valid and enforceable.

I certify that I have received, read, understood and agree to abide by this Healthcare Facilities HIPAA Policies and Operating Procedures.