

## ACCESS AND CONFIDENTIALITY AGREEMENT

As an employee of MAS MEDICAL STAFFING you may have access to what this agreement refers to as "confidential information." This agreement will help you to understand your responsibilities regarding access and protection of confidential information.

Confidential information includes patient/resident information, employee information, financial information, other information relating to MAS Medical Staffing, and information proprietary to other companies or persons. You may learn of, or have access to, some or all of this confidential information through medical staffing services provided by you to MAS Medical Staffing client facilities.

Confidential information is valuable and sensitive and is protected by law and by strict MAS Medical Staffing policies. The intent of these laws and policies is to assure that confidential information will remain confidential; that is, it will be used only as necessary to accomplish the organization's mission. As an employee you are required to conduct yourself in strict conformance to applicable laws and policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violation of any of these duties will subject you to discipline, which might include, but is not limited to, termination of employment and to legal liability.

As an employee you understand that you will have access to confidential information which may include, but is not limited to, information relating to:

- Patients/Residents (such as records, conversations, admitting information, patient/member financial information, etc),
- Employees (such as conversations, disciplinary actions, etc.),
- Facility information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, technology, etc.) and
- Third party information (such as billing information, proprietary technology, etc.)

Accordingly, as a condition of and in consideration of your access to confidential information, you agree that:

1. You will use confidential information only as needed to perform your legitimate duties as an employee of MAS Medical Staffing. This means, among other things, that:
  - A. You will only access confidential information for which you have a need to know; and
  - B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of your professional activities affiliated with MAS Medical Staffing; and



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- C. You will not misuse confidential information or treat confidential information carelessly.
2. You will safeguard and will not disclose any authorization you have that allows you to access confidential information. You accept responsibility for all activities undertaken using your authorization.
  3. You will report activities by any individual or entity that you suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
  4. You understand that your obligations under this Agreement will continue after termination of your employment. You understand that your privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
  5. You understand that you have no right or ownership interest in any confidential information referred to in this Agreement. MAS Medical Staffing may at any time revoke your authorization to access confidential information. At all times during your privileges as an employee, you will safeguard and retain the confidentiality of all confidential information.
  6. You will be responsible for your misuse or wrongful disclosure of confidential information. You understand that your failure to comply with this Agreement may also result in your loss of employment at MAS Medical Staffing and to legal liability.

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Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name