



Let our family take care of yours.

Confidentiality Agreement

This agreement is made between _____ (hereinafter referred to as "employee"), and Elite Care Management (hereinafter referred to as "Elite").

Whereas, Elite is a critical care, home care agency which provides patient staffing services; Whereas, the employee is a _____ () and wishes to provide services to the patients of Elite; and whereas the employee acknowledges that as a result of this employee relationship with Elite, employee will acquire and have access to confidential business relationships between Elite and its patients; employee also acknowledges that such patients have been procured through the efforts of the management of Elite.

Therefore, in consideration of the employment of the employee, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the employee, the parties agree as follows:

- 1) Beginning on the date of employment, and continuing during the term that the employee performs services for Elite and for eighteen months after termination of those employee services for whatever reason, the employee shall not, directly or indirectly, either as an individual or on his own account, or as an employee, contractor, agent, consultant, or member of any other person corporation, firm or otherwise, provide services, call upon, solicit, enter into or perform any health care services for any patient that Elite is currently performing services for, or for whom Elite has performed health care services for during the immediately preceding twelve months.
- 2) The employee acknowledges that this agreement does not place any restrictions on the employee to be in a position to earn a livelihood. The employee will always be allowed to perform services for another employer. The only restriction applies to health care services performed for specific patients of Elite.
- 3) The employee agrees not to use, disclose, divulge, or publish any confidential information concerning Elite to any person or firm. Confidential information includes, but is not limited to, patient lists, patient pricing information, patient's need, and any other patient records. Also included in confidential information is Elite's employee personnel records and data concerning new employee or potential employee hires.
- 4) The employee understands that Elite will suffer harm in the event of a breach of this agreement. The employee acknowledges that in addition to any other rights or injunctive relief that Elite may be entitled to, the employee shall pay immediately to Elite, as liquidated damages, the sum equal to the most recent gross billings for each patient that this breach applies to. In the event that the patient has not been a patient of Elite for twelve months, then the current billing of Elite shall be annualized to compute the liquidated damages due. Employee also agrees to pay reasonable attorney fees and, where appropriate, any additional costs incurred by Elite for enforcing this agreement.
- 5) This agreement shall be governed by and construed in accordance with the laws of the state.

In witness therefore, the parties have signed this Agreement on the date listed below.

Employee: _____ Date: _____

Elite Care Management

By: _____ Date: _____

Title: _____