

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into between _____ ("Subcontractor") and _____ ("Covered Entity").

RECITALS:

WHEREAS, Covered Entity contracts with Subcontractor to provide certain services to Covered Entity as described in EXHIBIT 1. The parties acknowledge that Subcontractor may incidentally or inadvertently encounter, view or access certain Confidential Information maintained by Covered Entity which may qualify as Protected Health Information ("PHI") or electronic PHI within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended, and the privacy and security standards promulgated pursuant thereto ("HIPAA").

NOW, THEREFORE, in consideration of the mutual promises contained herein, as well as other good and valuable consideration, the parties hereto agree as follows:

1. "Confidential Information" means any and all non-public, medical, financial and personal information in whatever form (written, oral, visual or electronic) possessed or obtained by either party. Confidential Information shall include all information which (i) either party has labeled in writing as confidential, (ii) is identified at the time of disclosure as confidential, (iii) is commonly regarded as confidential in the health care industry, or (iv) is Protected Health Information as defined by HIPAA.
2. Subcontractor shall provide the services more fully described in EXHIBIT 1 to this Agreement. For its services, Subcontractor shall receive from Covered Entity compensation as agreed to in a separate contractual agreement.
3. It is agreed that there shall not be any employer/employee relationship between the parties. Subcontractor is free to engage in any other employment of his or her selection. It is further agreed that Subcontractor is not an agent of Covered Entity.
4. Subcontractor agrees that it does not have a need to access or view Confidential Information to provide the services in **Exhibit 1** and will not attempt to obtain access to Confidential Information.
5. Subcontractor agrees to maintain the confidentiality of any Confidential Information, including Protected Health Information that it may incidentally or inadvertent encounter, view or have access to while providing the services under the terms and conditions set forth in this Agreement.
6. Subcontractor agrees not to further use or disclose any Confidential Information, including Protected Health Information that it incidentally or inadvertently views or obtains access to and further agrees to implement appropriate safeguards to prevent any further use or disclosure of any Confidential Information that is incidentally or inadvertently accessed.

7. Subcontractor agrees to cooperate with Covered Entity and perform such activities as it may from time to time direct, in order to mitigate any harmful effects as a result of a wrongful use or disclosure of Confidential Information by Subcontractor.
8. Subcontractor agrees to report to the Covered Entity any use or disclosure of Confidential Information in violation of this Agreement, HIPAA or any other federal, state or local law or regulation.
9. Subcontractor agrees to comply with all applicable laws and regulations, including HIPAA and the HITECH Act, to the extent applicable, in meeting their obligations under this Agreement.
10. The obligations of confidentiality and non-use and non-disclosure under this Agreement will continue indefinitely from the effective date of this Agreement.
11. This Agreement may be modified or amended only with the written consent of by both parties.
12. No waiver of any provision of this Agreement, including this paragraph, shall be effective unless the waiver is in writing and signed by the party making the waiver.
13. This Agreement shall be governed by and construed in accordance with the laws that govern the underlying contractual agreement between the parties.

In witness whereof, the parties have executed this Confidentiality Agreement on the ____ day of _____, 201__.

SUBCONTRACTOR: _____
 By: _____
 Its: _____

COVERED ENTITY, INC.
 By: _____
 Its: _____

EXHIBIT 1

Services to be provided by Subcontractor: