

**STORMONT VAIL HEALTH
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(Vendor)**

As a vendor affiliated with Stormont Vail Health, I understand I must maintain the confidentiality of any and all data and information to which I have access in the course of carrying out my work. Organizational information includes, but is not limited to, financial, patient identifiable, employee identifiable, intellectual property, financially non-public, contractual of a competitively advantageous nature, and is from any source or in any form (i.e. paper, magnetic or optical media, conversations, film etc.). All organizational information is considered confidential. The value and sensitivity of this information is protected by law and by the strict policies of Stormont Vail Health. The intent of these laws and policies is to ensure that confidential information will remain confidential through its use as a necessity to accomplish the organization's mission. Special confidentiality consideration is expected for all information related to personally identifiable health information accessed in the course of my work.

As a condition to receiving electronic access and allowed access to a system, network, or files, and/or being granted authorization to access any form of confidential information identified above, I agree to comply with the following terms and conditions.

1. I will not disclose my computer username/password to anyone or allow anyone to access the system using my username/password.
2. I am responsible and accountable for all entries made and all retrievals accessed under my username/password, whether such action was made by me or by another due to my intentional or negligent act or omission. Any data available to me will be treated as confidential information.
3. I will not attempt to learn or use another's username/password.
4. I will not access or request any information for which I have no responsibility or need to know to fulfill my obligations to Stormont Vail Health.
5. If I have reason to believe the confidentiality of my username/password has been compromised, I will immediately notify my supervisor or designated contact at Stormont Vail Health.
6. I will not disclose any confidential information unless required to do so in the official capacity of my employment, contract or other relationship with Stormont Vail Health. I also understand I have no right or ownership interest in any confidential information.
7. While signed on, I will not leave an un-secured computer application unattended.
8. I will comply with all policies and procedures and other rules of Stormont Vail Health relating to confidentiality of information and access procedures.

9. I understand my use of Stormont Vail Health information systems is monitored on a regular basis inclusive of computerized audit trails, to ensure compliance with this agreement.
10. I agree not to use any information in a manner detrimental to the organization and will keep all such information confidential.
11. I will not disclose protected health information or other information that is considered proprietary, sensitive, or confidential unless such disclosure is permissible under the institution's policies and procedures or required by law.
12. I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by Stormont Vail Health.
13. I agree to return all information in my possession to Stormont Vail Health upon termination of employment, contractual obligations, or other affiliation.
14. This agreement cannot be terminated or canceled, nor will it expire. I agree that my obligations as described in this agreement as terms and conditions will continue indefinitely after I no longer am contracted with, or affiliated with Stormont Vail Health.
15. I will follow the organizational compliance plan, or other appropriate plan, policy or procedure for the use of private or confidential information.
16. I agree to indemnify and hold Stormont Vail Health harmless for any fine, cost, judgment, settlement amount, fee or penalty, including attorney fees, for any suit, claim or action based upon my conduct in accessing, using or disclosing organizational information.

I further understand that if I violate any of the above terms, I will be subject to termination of contract or any other remedy available to Stormont Vail Health.

User's Name: _____

User's Signature: _____

Company Name: _____

Date: _____

Phone: _____

Email: _____