

## Vendor Data Security and Confidentiality Agreement

[Practice Name] herein referred to as The Enterprise, has certain information contained within The Enterprise's computer databases or information system. This information includes, but is not limited to, The Enterprise's patients and employee demographics, patient information, patient/member medical insurance and third party payer's of patient/member medical bills, patient/member information and hospital financial information.

The undersigned individual, corporation, partnership or organization (herein referred to as Prospective User) desires access to such information either in an electronic or hard-copy format. This access is requested in connection with the provision of patient/member care services, with medical research, system development agreements with The Enterprise or maintenance of The Enterprise's Information System.

The Enterprise is willing to permit Prospective User access to such information, subject to the following conditions:

1. Prospective User hereby acknowledges that all information accessed through The Enterprise's Information System is confidential and the property of The Enterprise.
2. Prospective User agrees to access only those specific elements of information in The Enterprise's Information System for which the Prospective User has obtained prior permission from The Enterprise to access. In order to obtain such permission, the Prospective User agrees to complete and submit for approval the reasons Prospective User requires access to the system, the specific items of data required to be accessed by Prospective User, and whether or not Prospective User requires the ability to input, edit, download or otherwise collect data in The Enterprise's Information System.
3. Prospective User agrees to access and use information obtained from The Enterprise's Information System only for the purpose(s) for which Prospective User is granted permission to access such information by The Enterprise. The Prospective User agrees not to share any information with anyone who is not authorized by The Enterprise to have access to that information, or disclose any information obtained from The Enterprise's Information System to any third party, other than employees or agents of the Prospective User, without the prior written permission of The Enterprise.
4. Prospective User agrees to require all of its employees and/or agents who will have access to information contained within The Enterprise's Information System to sign the "Vendor Confidentiality Statement for Access to Hospital Information Systems" prior to access by such employees or agents of the information. Prospective User agrees to retain the original statement for each of its

employees or agents who have access to the information throughout the term of this Agreement or for a period of one (1) year following termination of the agency or employment with Prospective User, whichever comes later. Prospective User agrees to forward copies of all confidentiality statements to The Enterprise within three (3) days after written request by The Enterprise.

5. Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable damage for which there is no adequate remedy at law. Therefore, it is agreed that The Enterprise shall be entitled to equitable relief, including an injunction enjoining any such breach by any court or competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which The Enterprise may be entitled, including damages. Prospective User hereby agrees to defend, indemnify, and hold The Enterprise, its officers, agents, and employees harmless from any and all claims, suits, demands, awards and judgments for personal or bodily injury resulting from any disclosure of information by Prospective User or by Prospective User's agents or employees to any third party in violation of the terms of this Agreement. The terms of the paragraph shall survive termination of this Agreement.

6. This Agreement may be terminated by either party and access to The Enterprise's Information System discontinued upon five (5) days prior written notice of one party to the other. Prospective User agrees that The Enterprise may immediately terminate this Agreement and deny Prospective User access to The Enterprise's Information System without notice whenever The Enterprise, in its sole opinion, has determined that Prospective User, its agents, or employees has violated any of the provisions of this Agreement. In the event of such termination, Prospective User agrees that The Enterprise shall not be liable to Prospective User for any damages resulting from Prospective User's inability to access information within The Enterprise's Information System.

7. The obligation to maintain the confidentiality of the information survives the termination of this Agreement. Upon termination of this Agreement, all information accessed shall either be returned to The Enterprise or destroyed.

8. Prospective User agrees that The Enterprise does not guarantee to Prospective User the availability or accuracy of any data contained in The Enterprise's information systems.

9. If either party becomes legally compelled by law, process or order of any court or governmental agency to disclose any confidential information, that party shall notify the other so that it may seek a protective order to take other appropriate action.

This access is requested for the sole purpose of

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ACCEPTED BY AUTHORIZED AGENT FOR COMPANY:

\_\_\_\_\_  
Signature /Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME AND ADDRESS OF COMPANY:

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PHONE NUMBER: \_\_\_\_\_