



Vendor Confidentiality, Non-Disclosure and Indemnification Agreement

1. Introduction

This is an Agreement between Virginia Mason Medical Center (“VMMC”), and _____ (“Vendor”), in which the Vendor agrees not to use or disclose confidential information belonging to VMMC, unless they have the patient’s written authorization for such use or disclosure. This agreement is consistent with VMMC’s ability to enforce its right to protect its proprietary information. The intent of this agreement is to ensure that all parties have a clear understanding of VMMC standards and expectations regarding its confidential information. If you have any questions regarding this policy please direct them to the VMMC Human Resources or Legal Departments.

2. Agreement

In exchange for receiving certain confidential information owned by VMMC, the Vendor hereby agrees not to disclose this information to unauthorized parties, not to use this information in any way not permitted by this Agreement, and to treat this information as confidential information belonging to VMMC. Vendor may only use the confidential information as it relates to his or her services to VMMC or as expressly authorized by the patient. For purposes of this Agreement, “unauthorized parties” shall be any person or entity other than the employees or agents of VMMC with a specific need to know the contents of the confidential information or any person or entity not specifically authorized by the patient to use or disclose such confidential information.

3. No Access to Protected Health Information

Although vendor may have incidental exposure to protected health information while on VMMC premises, no vendor shall be permitted to view, access, use, or disclose health information in any form unless otherwise excepted. Violation of this provision may result in termination of all access privileges, termination of contract, and/or legal penalties.

Exceptions are as follows:

Direct written authorization from the patient on a VMMC form that provides a fair and accurate description of the information to be used and how it is to be used;

Workforce education (e.g., suppliers may provide educational support for treatment supplies and equipment); treatment (e.g., suppliers may provide treatment support and consultation for on-site use of their products, supplies, and equipment and receive supportive payment information directly related to such treatment);

Uses and disclosures required by law (e.g., FDA product tracking).

4. Confidential Information

Confidential information will include all documents, materials, and other information, in any form or media, obtained either directly or indirectly from VMMC or any other source in the course of Vendor’s employment with VMMC. Confidential information shall not include information that is publicly available.

5. Prohibition of Unauthorized Data Collection and Data Mining

No vendor shall acquire, in any format (written or electronic), any health information or confidential material, unless such activity is expressly permitted by VMMC.

6. Indemnification

Vendor agrees to defend, indemnify and hold harmless VMMC (and its members, directors, officers, employees and agents) from and against any and all claims, demands, damages, liability and costs (including, without limitation, the reasonable attorneys' fees and costs of the parties indemnified) resulting from any unauthorized access, use, or release of Confidential Information by Vendor. This indemnification provision shall survive termination or expiration of this Agreement.

7. Enforcement and Attorney Fees

VMMC will take those actions it deems reasonable and appropriate to enforce the terms of this Agreement, including the recovery of damages or injunctive relief. If any legal action arises relating to this Agreement, the prevailing party shall be entitled to recover its court costs, expenses, and reasonable attorney’s fees.

8. Execution and Term

This Agreement shall be effective as of _____, 200__, and shall remain in effect until the confidential information specified herein is no longer confidential, or until the owner of the confidential information sends the recipient written notice releasing them from the obligation of this Agreement, whichever event occurs first. This Agreement shall survive the termination, voluntary or involuntary, of the contractual relationship between VMMC and Vendor.

Vendor Representative Name (Print)

Vendor Representative Signature