**Contractor/Vendor Nondisclosure Agreement**

*[Name of healthcare facility]* has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. In the course of its business relationship with *[name of healthcare facility]*, *[name of vendor/contractor]* and/or its employees and/or agents may come into possession of confidential patient information, even though it may not be directly involved in providing patient services.

In consideration of, and as a condition to, its business relationship with *[name of healthcare facility], [name of vendor/contractor]* and its employees and/or agents will hold the following information ("confidential information") in strictest confidence:

(1) any information supplied by *[healthcare facility]* or its affiliates;

(2) any information which is the direct or indirect result of *[name of vendor/contractor]*'s services provided for *[name of healthcare facility]*; and

(3) any information about *[name of healthcare facility]*'s or its affiliates' business operations, products, services, or patients.

No confidential information shall be disclosed except to employees of *[name of vendor/contractor]* who need to know it to fulfill *[name of vendor/contractor]*'s obligations to *[name of healthcare facility]* or to authorized representatives of *[name of healthcare facility]*. At any time, upon request of *[name of healthcare facility], [name of vendor/contractor]* will return promptly all embodiments of confidential information in a form acceptable to *[name of healthcare facility]* without retaining any copies thereof. Furthermore, *[name of vendor/contractor]* will not sell, share, discuss, assign, transfer, or otherwise disclose any confidential information outlined above with any other individuals or business entities and will not use the confidential information for any purpose other than providing the mutually agreed upon services.

It is understood that "confidential information" does not include information which:

(a) generally becomes available to the public other than as a result of disclosure by *[name of vendor/contractor]* or

(b) was available to *[name of vendor/contractor]* on a non-confidential basis prior to its disclosure by *[name of* healthcare *facility].*

At all times during the term of *[name of vendor/contractor]*'s agreement with *[name of healthcare facility]* and thereafter, *[name of vendor/contractor]* and its employees and agents shall protect the confidential information from unauthorized use or disclosure and otherwise abide by the terms of this agreement.

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Signature of Vendor/Contractor Date

Note: This sample form was developed by the American Health Information Management Association for discussion purposes only. It should not be used without review by your organization's legal counsel to ensure compliance with local and state laws.