

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
BETWEEN SOUTHWESTERN VERMONT HEALTH CARE (SVHC) AND  
ITS WORKFORCE, CONTRACTORS, AND VENDORS

\_\_\_\_\_  
Print Name (hereinafter the "Undersigned")

The purpose of this document is to set forth the requirement for non-disclosure of confidential information maintained by The Southwestern Vermont Health Care, including all of its subsidiaries, (hereinafter collectively "SVHC") to which the Undersigned, in the course of providing services to SVHC whether as an employee, independent contractor, volunteer, student or agent, may have access so that a clear understanding of the obligation may be obtained and an agreement essential to the Undersigned's service arrangement with SVHC may be executed.

THE NEED FOR AND DEFINITION OF CONFIDENTIAL INFORMATION

In the course of providing the highest quality care to serve the health needs of the community, SVHC collects and maintains information with respect to both patients and care-providers. SVHC also develops and maintains information with respect to its health care services as well as its financial and business operations, all of which afford SVHC with a competitive advantage in providing the highest quality health care. Such information, relating to both individuals within SVHC and SVHC itself, and which includes but is not limited to medical records, employee records, quality assurance and utilization review information, strategic planning, computer passwords and other information used for the purpose of security of information, and proprietary information concerning any aspect of SVHC operations, is confidential, provided that such information is not in the public domain or in the public domain as the direct or indirect result of a disclosure by the Undersigned (hereinafter collectively "Confidential Information").

UNAUTHORIZED DISCLOSURE OF OR ACCESS TO CONFIDENTIAL INFORMATION WILL LIKELY RESULT IN IRREPARABLE HARM TO SVHC

The Undersigned understands that he or she may have access to Confidential Information in the regular course of their service activities for or on behalf of SVHC. The Undersigned acknowledges and agrees that Confidential Information is valuable and sensitive, and that Confidential Information is protected by law, the strict health system policies of SVHC, and this agreement. The Undersigned also understands, acknowledges, and agrees that any unauthorized disclosure of or access to Confidential Information will likely result in irreparable harm to SVHC.

SPECIFIC REQUIREMENTS REGARDING CONFIDENTIAL INFORMATION

Accordingly, as an essential condition of the Undersigned's relationship to SVHC, and in consideration of the Undersigned's access to Confidential Information, the Undersigned promises the following:

1. I will use Confidential Information for the exclusive and limited purpose of performing the duties of my position.
2. I will not disclose any Confidential Information to any person or entity whatsoever, except in direct connection with the performance of my duties.
3. I will not in any way copy or reproduce, or permit any other person to copy or reproduce, in whole or in part, any Confidential Information other than in the regular course of the services I am authorized and directed to perform for SVHC.
4. I will strictly comply with all SVHC policies regarding the security of Confidential Information.

5. If I observe or have knowledge of any unauthorized use, duplication, disclosure, or dissemination of Confidential Information, I will report such observations or knowledge to my supervisor or SVHC security immediately.
6. I will not seek personal benefit or permit others to benefit personally by any Confidential Information that I access.
7. I will not appropriate any information with respect to the content or operation of proprietary software of SVHC or operate non-licensed software on any SVHC computer.
8. I understand that all Confidential Information, regardless of the media on which it is stored (including but not limited to paper, computer, video, or recorders), or the system which processes it (including but not limited to computers, voice mail, telephone systems, or facsimile transmission devices) is the property of SVHC and shall not be used inappropriately or for personal gain. I understand that all electronic communication can and will be monitored and subject to review by SVHC.
9. I agree that upon my termination of my relationship with SVHC for any reason, I will immediately return all property of Southwestern Vermont Healthcare or other media containing any Confidential Information to SVHC.
10. I agree that all of my obligations under this agreement shall survive termination of my relationship with SVHC, regardless of the reason for such termination.
11. I understand that under applicable law, I may be subject to criminal or civil penalties for breach of confidential information.

CONSEQUENCES OF UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION

The above-stated requirements are of the essence of the Undersigned’s relationship to SVHC. Therefore, failure to comply with these requirements will result in disciplinary action that may include termination of the Undersigned’s relationship with SVHC. In the event that any breach or attempted breach of this agreement causes or may cause irreparable harm to SVHC for which monetary compensation may or would not be an adequate remedy, the Undersigned understands and agrees that SVHC may seek and obtain injunctive relief. The Undersigned agrees to indemnify SVHC fully for any and all damages, including legal fees, SVHC may incur as the result of the Undersigned’s breach of this agreement.

The Undersigned, by his or her signature below, acknowledges that he or she has read this Confidentiality and Non-Disclosure Agreement in its entirety, understands all obligations imposed by it, and agrees to be bound by its terms as an essential condition of providing services to SVHC.

\_\_\_\_\_  
Facility/Practice Name/Company

\_\_\_\_\_  
Role to be Performed by the Undersigned

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Supervisor/Administrator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date