CONFIDENTIALITY AGREEMENT

Clear Form

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made between Consumer Direct Care Network Virginia, LLC ("Company") and, _____ ("Other Party"), hereinafter referred to as the "Parties."

The Parties hereby agree to the provisions of this Agreement.

1. Confidential Information
   a. Protected Health Information
      As used in this Agreement, Protected Health Information ("PHI") shall mean individually identifiable health information relating to a client/consumer of Company that identifies the individual or provides a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, a client's name, address, family member, provided services, treatment or medical regimen.
   b. Proprietary Business Information, Processes, Systems
      As used in this Agreement, Proprietary Information shall mean all information and materials including, without limitation, business plans, market analyses, utilization of information technologies, hardware and software, personnel, research, data, databases, protocols, functional and interface specifications, and any documentation, analyses, compilations, forecasts, studies or other documents prepared using Company's processes, systems, and/or personnel, whether oral, written or in any other medium.
2. Non-Disclosure of Confidential Information
   a. Confidential Information shall be kept confidential and, except as necessary to complete the agreed-upon work for the Company or the State of Virginia Department of Medical Assistance Services, must not be shared or discussed with Other Party supervisors, co-workers, family members, friends, third parties, or any employees of Company. Other Party shall handle all Confidential Information, including all PHI, with the standards of care set forth in the Health Insurance Portability & Accountability Act (HIPAA).
   b. Confidential Information must not be removed from Company premises or systems, or reproduced in any way, by any means, except as necessary to complete the agreed-upon work for the Company. Other Party or their assignee(s) who unnecessarily removes Confidential Information from Company premises, or uses any Confidential Information in a manner not allowed under HIPAA, will have their access to Company's Confidential Information terminated and may be prosecuted to the full extent of the law.
   c. Other Party shall ensure that all Other Party employees abide by the terms of this Agreement. Any violations of this Agreement by Other Party or Other Party's employees shall be promptly reported to Company.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed ("Effective Date") by the Other Party.

Company: Consumer Direct Care Network Virginia, LLC

_____
Signature & Date

Jack Nichols, IT Director
Printed Name & Title

100 Consumer Direct Way
Missoula, MT 59808
Address

406-203-9869
Phone Number

Other Party

_____
Agency name

_____
Signature & Date

_____
Printed Name & Title

_____
_____
Address

_____ _____
Phone Number National Provider Identifier (NPI)