



VENDOR CONFIDENTIALITY AGREEMENT

A Vendor will perform services for Colonial Behavioral Health (CBH) that may require CBH to disclose confidential and proprietary information ("Confidential Information") to the vendor. Accordingly, to protect the Confidential Information that will be disclosed during the work performed by the vendor for CBH, the Vendor agrees as follows:

- As required by the HIPAA Privacy Rule, CBH will provide the Vendor with only the minimum amount of protected health information (PHI) necessary to fulfill true business needs. Likewise, the Vendor will not access or attempt to access information that is not strictly necessary.
- The Vendor will hold the Confidential Information received from CBH in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
- The Vendor will not disclose or divulge the Confidential Information either directly or indirectly outside of the terms established in the service agreement or contract unless first authorized to do so in writing by Colonial Behavioral Health's Executive Director or their designee.
- The Vendor will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of the Vendor's duties for CBH.
- The Vendor will, upon request or upon termination of the relationship with CBH, deliver to CBH information, materials, and/or equipment received from CBH or originating from or related to work performed for CBH.
- CBH reserves the right to take action in the event of any disclosure of information in violation of this agreement or applicable HIPPA regulations as required and/or allowed by law.
- PHI cannot be removed from CBH property without prior authorization by Colonial Behavioral Health's Executive Director or their designee. Vendors should have formal policies and procedures in place to reasonably protect against the unauthorized use and disclosure of PHI as required per 42 CFR § 2.16. Vendors do not have such a policy or the existing policy is not sufficient to meet the standard required by law, the Vendor agrees to abide by relevant policies established by CBH.



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- This agreement will be interpreted under and governed by the laws of the Commonwealth of Virginia.
- All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal, or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.

By signing this Agreement with an original signature, and returning the signed document, you agree that original signatures transmitted and received via facsimile, email, or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of enough quality to be legible either electronically or when printed as hardcopy. CBH shall determine legibility and acceptability for public record purposes.

Witness the following duly authorized signatures and seals.

Signature of Vendor Representative

Date

Name of Vendor Representative
(Please Print)

Company Name