

# HEALTHCARE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_  
(hereinafter "Healthcare Institution") and \_\_\_\_\_ (hereinafter "Recipient").

WHEREAS, the Healthcare Institution possesses certain non-public and confidential patient data, healthcare assessments, and other medically sensitive information, the disclosure of which to the Recipient will be made in strict confidence;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

- 1. DEFINITION OF CONFIDENTIAL INFORMATION:** For purposes of this Agreement, "Confidential Information" shall mean all information, data, and materials that are related to patient care, medical assessments, treatments, procedures, and any other information that is protected under the Health Insurance Portability and Accountability Act (HIPAA) or other applicable laws that: (a) if in written, graphic, machine-readable or other tangible form, is marked as confidential, (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing as being confidential within a reasonable time (not to exceed 30 days) after the initial disclosure.
- 2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:** The Recipient agrees to hold in confidence, and not to disclose or reveal to any person or entity, the Confidential Information without the clear and express prior written consent of the Healthcare Institution except as required by law. The Recipient also agrees not to use any Confidential Information for any purpose whatsoever other than as expressly permitted under this Agreement and in accordance with the purpose of the disclosure.

Continued misuse or unauthorized disclosure of Confidential Information by the Recipient may be subject to legal recourse by the Healthcare Institution.

This Agreement shall be governed by the laws of \_\_\_\_\_ (insert state or country).

SIGNED this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**Healthcare Institution**

\_\_\_\_\_

**Recipient**

\_\_\_\_\_

**Disclaimer:** Please note that this template should be adjusted according to the specific situation. It is advised to consult with a healthcare law attorney or a professional before using this or any other legal document.