

## **CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is entered into and made effective as of the \_\_\_ day of \_\_\_, 20\_\_\_, between \_\_\_\_\_, an invited guest of North Mississippi Health Services' Institutional Review Board, ("**GUEST**") and **NORTH MISSISSIPPI HEALTH SERVICES ("NMHS")**.

**WHEREAS**, NMHS has an Institutional Review Board ("IRB") which reviews proposed clinical trials; and  
**WHEREAS**, NMHS, its affiliates and other health care providers in the area participate in the clinical trials services; and

**WHEREAS**, GUEST may be privy to patient's proprietary information, including but not limited to medical condition, status and information; and to proprietary information of drug and device manufacturers; and

**WHEREAS**, NMHS and GUEST desire to enter into this confidentiality agreement to maintain the confidential status of all patients' health care and proprietary information of drug and device manufacturers.

**NOW, THEREFORE**, in view of the mutual covenants contained herein, the parties agree as follows:

1. **Confidential information** means documents shall include written and other tangible materials containing health information, billing information, business information, including but not limited to patients, physicians, hospitals, providers and other business dealings with NMHS, its affiliates and other health care providers and the proprietary information of any drug and device manufacturers whose studies have been presented to NMHS' IRB.
2. **Use of Confidential Information** – GUEST shall not disclose such confidential information for any purpose or any reason.
3. **Duration** – GUEST's obligation of confidentiality as expressed herein shall extend perpetually and shall survive following termination of GUEST's relationship with NMHS.
4. **Breach Remedy** – In the event that NMHS, its affiliates or other health care providers shall have knowledge of breach of the confidentiality or misappropriation of any confidential information by GUEST, NMHS shall promptly give notice to GUEST of GUEST's immediate termination in the NMHS' IRB program and NMHS may take any action it deems appropriate against GUEST for breach of this confidentiality agreement.
5. **No Implied Rights** – No rights or obligations other than those expressly recited herein are to be implied from this agreement.
6. **Confidentiality** – The Parties agree to respect and abide by all Federal, State and local laws pertaining to confidentiality and disclosure with regard to all information or records obtained and reviewed in the course of providing services to patients or to each institution. Solely to the extent applicable to this agreement, both parties agree to comply with all aspects of Health Insurance Portability and Accountability Act (HIPAA) regulations, as protection and security of confidential patient information, including but not limited to the transmission of health care information and data with the proper identifiers, including but not limited to electronic transaction sets, medical code sets, provider identifier, employer identifier and patient identifier.

The parties agree to amend this agreement as necessary to comply with HIPAA and any statutes and regulations thereunder. The parties further agree to execute a chain of trust agreement as required by HIPAA. The parties shall maintain all information in accordance with all applicable laws, regulations and professional standards in a manner that will keep such information confidential and shall permit access to such information only as authorized by law.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as of the written date below.

**GUEST:**

**NORTH MISSISSIPPI HEALTH SERVICES**

**BY:** \_\_\_\_\_  
**GUEST'S SIGNATURE**

**BY:** \_\_\_\_\_  
**CHAIRMAN OF NMHS' IRB**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_