THIS AGREEMENT IS SUBJECT TO ARBITRATION

PURSUANT TO S.C. CODE ANN. § 15-48-10 AS MODIFIED HEREIN

STATE OF SOUTH CAROLINA } **NON- EMPLOYEE CONFIDENTIALITY AGREEMENT**

COUNTY OF CHARLESTON }

 **This agreement** is entered into as of Click or tap to enter a date. by and between Coastal Pediatric Associates (the “Practice”) and Click or tap here to enter text. (the “Affiliate”).

 **Whereas,** the Practice maintains protected health information of its patients, the privacy of which is protected by state and federal law; and

 **Whereas**, Click or tap here to enter text. is a non-employee affiliate of the Practice who may from, time to time, have access to protected health information; and

 **Whereas**, the Practice wishes to ensure that the confidentiality of all protected health information to which he/she gains access is maintained in accordance with all applicable state and federal laws, including without limitation, the HIPAA Privacy Rules (the “Privacy Rules”).

 **Now, therefore,** the parties hereto herby agree as follows:

1. Nondisclosure. Affiliate hereby acknowledges and agrees that the confidentiality of all protected health information to which he/she gains access is protected by state and federal law. Affiliate further acknowledges and agrees that he/she will not use or disclose any protected health information at any time or for any reason whatsoever in a manner which violates any state or federal law, including without limitation, the Privacy Rules.
2. Sanctions. Affiliate acknowledges and agrees that any violation of this Agreement may result in the Practice imposing sanctions up to and including immediate removal from the Practice. All sanctions imposed on the Affiliate will be imposed in accordance with the Practice’s policy and procedure relating to sanctions.
3. General. This Agreement may not be amended except in writing signed by both parties hereto. No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or the exercise of any other right, power or remedy. The Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersede any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be signed as of the date set forth above.

**[PRACTICE] [AFFILIATE]**

**Name:** Lucy Krejci **Name:** Click or tap here to enter text.

 **Signature of Parent/Guardian if under the age of 18**

Click or tap here to enter text.