NON-DISCLOSURE AGREEMENT (HIPAA COMPLIANCE)

This Non-Disclosure Agreement ("Agreement") is made effective as of _____ (the "Effective Date"), by and between:

Client ("Disclosing Party")
Name: _____
Address: _____
_____
_____

AND

Mike McConnell dba Prophet Computers
301 VZ County Road 3106
Edgewood, TX 75117
("Receiving Party")

WHEREAS, the Disclosing Party possesses certain confidential information and protected health information (PHI) that must be protected in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations; and

WHEREAS, the Receiving Party is willing to receive such confidential information and PHI under the conditions set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information, whether in written, oral, or electronic form, that is provided by the Disclosing Party to the Receiving Party and includes PHI as defined under HIPAA. Confidential Information shall also include any documents, reports, notes, or other materials that derive from the disclosed information.

2. Obligations of Receiving Party

The Receiving Party agrees to:

a. Maintain the confidentiality of all Confidential Information and PHI provided by the Disclosing Party and prevent the unauthorized disclosure of such information.

b. Use the Confidential Information solely for the purpose of [describe the purpose, e.g., providing services related to medical data management].

c. Limit access to Confidential Information to those employees, agents, or contractors who need to know such information in order to carry out the purpose of this Agreement and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

d. Implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the PHI in accordance with HIPAA regulations.

e. Report to the Disclosing Party any use or disclosure of Confidential Information not provided for by this Agreement of which the Receiving Party becomes aware, as soon as practicable.

3. Exclusions from Confidential Information

The obligations of confidentiality shall not apply to information that:

a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party.

b. Is received from a third party without breach of any obligation of confidentiality.

c. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

d. Is required to be disclosed by law or regulation or by order of a court or governmental agency, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such requirement prior to such disclosure.

4. Term

The obligations of confidentiality set forth herein shall remain in effect for a period of ___ years from the date of receipt of the Confidential Information. However, any PHI shall remain confidential as required by HIPAA.

5. Return or Destruction of Confidential Information

Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information and certify in writing that all such information has been returned or destroyed.

6. No License

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, trade secret, or other intellectual property right of the Disclosing Party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

8. Jurisdiction

The parties hereby agree that any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts located in Van Zandt County, Texas.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Effective Date.

DISCLOSING PARTY:
Client: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

RECEIVING PARTY:
Mike McConnell dba Prophet Computers

Signature: _____
Name: Mike McConnell
Title: Owner
Date: _____

Instructions for Use:

1. Fill in placeholders such as the Effective Date, addresses, names, titles, and duration.
2. Ensure all parties review the agreement and consult with legal counsel.
3. Execute the agreement to make it legally binding.