

State of _____

HIPAA EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This HIPAA Employee Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of the _____, 20____ (the "Effective Date") by and between:

Covered Entity: _____ located at
_____ [Address] ("Covered Entity") and

Employee: _____, an employee of the Covered Entity located at
_____ [Address] (the "Employee").

The Covered Entity hired the Employee pursuant to the terms and conditions of that certain Employment Agreement executed between the Parties on the _____ day of _____, 20____ (the "Employment Agreement"). In connection with the Employee's duties under the Employment Agreement, the Covered Entity may disclose to the Employee certain confidential and proprietary information unique and valuable to its ongoing business operations. In consideration of the Employee's employment by the Covered Entity and the covenants and mutual promises contained herein, the parties agree as follows:

1. **Confidential Information.** "Confidential Information" shall mean (i) all information relating to the Covered Entity's healthcare operations, services, and activities including, but not limited to, Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); financial documents and plans; healthcare service delivery methods; patient records; patient lists; healthcare provider information; technical healthcare data; healthcare product development plans; proprietary healthcare concepts; inventions related to healthcare services; contractual agreements with healthcare partners; privacy and security measures for PHI; and any other non-public patient or healthcare-related information, whether in oral, tangible, electronic, or other form, that may be at any time furnished, communicated, or delivered by the Covered Entity to the Employee; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations, and proposals related to any agreement involving PHI or the Covered Entity's healthcare practices; (iii) information acquired during any tours of the Covered Entity's healthcare facilities; and (iv) all other non-public information provided by the Covered Entity related to its healthcare operations and compliance with HIPAA.

In addition to the aforementioned, "Confidential Information" also includes (v) all information relating to the Covered Entity's products, business, and non-healthcare operations inclusive of financial documents and plans, marketing strategies, vendors, product development plans, technical product data, sales leads, customer profiles, technical advice or knowledge, price lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems, and know-how or other intellectual property of the Covered Entity and its affiliates.

All Confidential Information, including PHI, shall remain the property of the Covered Entity. The Employee agrees to use and disclose PHI only as permitted by HIPAA and solely for the purpose of performing duties for the Covered Entity, implementing strict safeguards to protect the confidentiality, integrity, and availability of the PHI, and complying with all applicable regulations and the Covered Entity's privacy and security policies.

