



Phase II Associates/Client

Confidentiality & HIPPA Agreement

This Confidentiality Agreement (“Agreement”) is made by and between Dr. Stephen Goldman (“Client”) and Phase II Associates, LLC (“Recipient”).

1. Confidential Information.

Client proposes to disclose certain of its confidential information and proprietary information (“Confidential Information”) to Recipient. Confidential Information includes, but is not limited to, all data materials, protected health information, products, technology, computer programs, specification, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Client. Confidential Information disclosed orally shall be identified as such within two (2) days of disclosure. Nothing herein shall require Client to disclose any of its information.

2. HIPAA Compliance

Client has the responsibility for safeguarding Protected Health Information (referred to as "PHI") of its patients. PHI includes all medical records and health information of an individual in any form including paper, electronic, and oral. Recipient agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Recipient agrees to use appropriate safeguards to prevent use or disclosure of the PHI beyond the terms of this Agreement. Recipient agrees to report to Client any use or disclosure of the PHI not covered by this Agreement of which the Recipient becomes aware. Recipient agrees to ensure that any agent, representative or employee of Recipient, including a subcontractor, to whom it provides PHI from Client, agrees to the same restrictions and conditions that apply through this Agreement to Recipient.

Recipient agrees to make PHI and related records obtained from Client available to Client and the Department of Health and Human Services to determine Client’s compliance with the Privacy Rule.

Client agrees to disclose PHI to Recipient the minimum amount if PHI necessary for the Recipient purposes. Except as otherwise limited in this Agreement, Recipient may use or disclose PHI to perform functions, activities, or services for, or on behalf of Client, provided that such use or disclosure does not violate the Privacy Rule. If Recipient violates the terms of this Agreement, Client will make reasonable attempts to resolve the violations. If a resolution is not feasible, Client will report the violation to the Department of Health and Human Services. Upon termination of this Agreement, Recipient shall return or destroy all PHI received from Client. Recipient shall retain no copies of the PHI.

3. Recipient's Obligations.

- A. Recipient agreed that the Confidential Information is to be considered confidential and proprietary to Client and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for purposes of its business with Client, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Client to any other party whatsoever except with the specific prior written authorization of Client.
- B. Confidential Information furnished in tangible form shall not be duplicated by Recipient, except for purposes of this Agreement. Upon written request of Client, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such written request. At Recipient's option, any documents or other media containing such Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Client regarding such destruction within ten (10) days thereafter.

4. Term.

The obligations of Recipient herein shall be effective continually from the date Client last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Client and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law. The obligation not to disclose shall not be affected in any way by any other agreement or contract between Client and Recipient, nor by the fulfillment of any duties or the performance of any services under such agreement or contract.

5. Other Information.

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Client along with the asserted grounds for disclosure.

6. No Publicity.

Recipient agrees not to disclose the existence or terms and conditions of this Agreement.

7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, and Recipient consents to the exclusive jurisdiction of the state and federal courts located therein for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach by Recipient, Client may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Client against any such breach.

8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof between Client and Recipient. This Agreement may be modified only by further writing that is duly executed by both parties.

9. No Assignment.

Recipient may not assign this Agreement or any interest herein without Client's express prior written consent.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, return receipt requested.

If to Client: _____
(Client's desired mailing address)

If to Recipient: Phase II Associates, LLC
7557 Rambler Road
Suite 565
Dallas, Texas 75231


12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective as of the last date below.

CLIENT'S SIGNATURE

DATE



PHASE II ASSOCIATES, LLC

January 27, 2011
DATE

Represented by:

Dr. Kathy Hamilton

Dr. Joel Small

