

NON-DISCLOSURE AGREEMENT

Between

NETWORK SCIENCES, INC.

&

MEDIMPACT HEALTHCARE SYSTEMS, INC.

&

HIDALGO COUNTY

## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is effective on the date of final signature by and between MedImpact Healthcare Systems, Inc. ("MedImpact") located at 10680 Treena Street, San Diego, CA 92131, Network Sciences, Inc. ("NSI") located at 11044 Research Blvd., Suite B-210, Austin, TX. 78759 and Hidalgo County located at \_\_\_\_\_ ("County").

WHEREAS, NSI acts as a software and services provider to assist County in providing health care administrative services, and

WHEREAS County has requested additional information ("Payment Information") be sent to NSI via electronic connectivity from MedImpact; and

WHEREAS, MedImpact has an existing contractual agreement with County which addresses the protection and handling of "health information" disclosed between the two parties; and, NSI has an existing contractual agreement in place with County which addresses the protection and handling of "health information" disclosed between the two parties; and

WHEREAS, completing and maintaining such electronic connectivity between MedImpact and NSI could also involve the potential disclosure of intellectual property and/or confidential and proprietary information ("Business Information") belonging to either MedImpact or NSI.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth below, the parties agree as follows:

1. NSI hereby agrees to keep Business Information and Payment Information received from MedImpact and subsequent written and oral communication regarding such Business Information confidential limited to NSI employees, agents, and contractors with a need to know.
2. MedImpact hereby agrees to keep Business Information received from NSI and subsequent written and oral communication regarding such Business Information confidential limited to MedImpact employees, agents, and contractors with a need to know.
3. In addition to the foregoing, NSI hereby agrees and acknowledges that any health information as defined by 45 C.F.R. 160.103 under the United States Department of Health and Human Services that is received as a result of electronic connection to MedImpact shall be treated as and is subject to the privacy and confidentiality language existing in the current agreement between NSI and County.
4. In addition to the foregoing, NSI will ensure that information provided to MedImpact on the connectivity worksheet is correct and accurate and that NSI shall abide by the rules and obligations related to the terms of MedImpact's connectivity program. Any changes to be made by NSI (e.g., IP address change), shall require that NSI execute a new connectivity worksheet.
5. It shall be the responsibility of County to notify MedImpact that NSI's services to County have ended and MedImpact shall immediately terminate NSI's access upon receipt of such notice. It shall be the responsibility of County to notify NSI that MedImpact's services to County have ended and NSI shall immediately terminate MedImpact's access upon receipt of such notice.

6. Business Information or Payment Information shall not include that which:
  - a) was known to NSI or MedImpact before disclosure hereunder; or
  - b) is or becomes publicly known or generally available to the public through no wrongful act of NSI; or
  - c) is disclosed to NSI by County without breach of any obligations of confidentiality; or
  - d) is disclosed pursuant to court order, duly authorized subpoena, or governmental authority.
  - e) is generally known in the industry prior to the date of this Agreement or that shall become common knowledge within the industry thereafter.
7. This Agreement is made under and shall be construed according to the laws of the State of Texas.
8. No modifications of this Agreement shall be effective unless made in writing and duly executed by or on behalf of each party.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

**MedImpact Healthcare Systems, Inc.**

**Hidalgo County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Network Sciences, Inc.**

By: John B. Wise

Name: John B. Wise

Title: President

Date: 10/21/2013

