

MUTUAL NONDISCLOSURE AGREEMENT

This nondisclosure agreement (hereinafter "Agreement") is made and entered into as of January 1, 2018 (the "Effective Date") between [NAME OF AAA], ("XXX") and [NAME OF INDIVIDUAL OR SUBCONTRACTOR], ("Subcontractor").

1. Purpose. The parties wish to pursue an agreement to deliver chronic disease self-management education (CDSME) to individuals throughout Missouri.

1. "Confidential Information" means any policies, trade secrets, intellectual property, methods, protocols, manuals, and confidential reports, or personally identifiable information or protected health information provided by individuals engaged to receive CDSME. This can include individuals that meet criteria for CDSME, have agreed to participate in a CDSME workshop, and who have:

- a) Completed registration for a CDSME workshop (Engaged Individuals);
- b) Attended at least one session of a CDSME workshop (Enrolled Individuals); or
- c) Completed the required number CDSME workshops to satisfy the completion requirements set out by the licensing entity (Completed Individuals).

2. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions with those individuals who are required to have the information in order to evaluate or engage in discussions concerning delivering of CDSME.

3. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Each party agrees it will not disclose any data in the workshop materials completed by Engaged, Enrolled and Completed Individuals and will follow all standard safeguards for protecting this information, including transmitting the forms in sealed envelopes and storing them in secure, locked locations. If involved in data entry, each party agrees it will only share the data via the designated, secured, password protected database authorized by the Primary Contract(s). After the data is entered, each party agrees it will destroy the forms per the policies and procedures as required by XXX per XXX's contractual obligations.

4. Security Training and Awareness. By signing this Agreement, I certify that I have undergone the appropriate security and awareness training and Health Insurance Portability and Accountability Act of 1996 (HIPAA) training, as applicable.

XXXX

Subcontractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____