

September 6, 2011

From: Charles Hewitt, Director, HIE Program Management

RE: Invitation to participate in the RFP process to provide Third Party Hosting for currentcare Participation Gateway

The Rhode Island Quality Institute (RIQI) is combining the efforts of the RI healthcare community to improve the quality, delivery and efficiency of health services that the people of Rhode Island receive. To improve the flow of patient information among providers, RIQI is deploying a service to allow healthcare providers to submit Protected Health Information (PHI) to currentcare, Rhode Island's state Health Information Exchange (HIE). To support this service, This RIQI is selecting a third party hosting service for a Participation Gateway. The Participation Gateway is a computer system which facilitates provider and patient participation in currentcare by providing a portal for transmitting patients' protected health information from the provider participants to currentcare.

To participate in the RFP please sign the non-disclosure agreement below by Wednesday, September 13th and return it as a PDF to Alice Nyberg (anyberg@riqi.org) at RIQI. Once the Rhode Island Quality Institute receives an executed NDA, we will email you a copy of the RFP. If you have any questions regarding this invitation, please email Alice Nyberg.

Confidentiality and Nondisclosure Agreement

COMPANY: Rhode Island Quality Institute	VENDOR:
ADDRESS: 235 Promenade Street, Suite 600	ADDRESS:
CITY: Providence STATE: RI ZIP: 02908	CITY: STATE: ZIP:

This Confidentiality and Nondisclosure Agreement (this “*Agreement*”) is between the company named above, Rhode Island Quality Institute (“*Company*”) and _____ (“*Vendor*”). The obligations of Vendor set forth in this Agreement will be performed by Vendor, itself and through its affiliates. All references to Vendor in this Agreement will be deemed to include all such affiliates, and Vendor and Company may be referred to in this Agreement individually as a “*Party*” and together as the “*Parties*”. During the Exchange Period set forth below, the Parties intend to exchange Confidential Information in furtherance of the Business Purpose set forth below.

EFFECTIVE DATE: _____, 2011

BUSINESS PURPOSE: For Vendor to provide Company with certain information Company reasonably requests related specifically to the evaluation and development of a third party hosting service for a Participation Gateway for the Rhode Island Health Information Exchange **currentcare**. For RIQI to provide Vendor information pertaining to RIQI’s Participation Gateway hosting requirements, including, but not limited to server configuration and bandwidth requirements.

EXCHANGE PERIOD: Two (2) years from the Effective Date set forth above.

ADDITIONAL TERMS AND CONDITIONS

1. **Confidentiality.** Vendor will (a) use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and protect the confidentiality of information, whether electronic, oral or written, communicated to it by Company during the Exchange Period in connection with the Business Purpose (the “*Confidential Information*”), and (b) use the Company’s Confidential Information only in connection with the Business Purpose. Vendor may disclose this Agreement and the Vendor’s Confidential Information to those employees, subcontractors, agents, consultants, and legal, financial and other advisors who have a need to have access to such Confidential Information in connection with their employment or engagement by Vendor, so long as Vendor advises such persons of the confidentiality obligations set forth in this Agreement. Compliance by such persons with the confidentiality obligations in this Agreement will remain the responsibility of the Vendor. With respect to any particular Confidential Information, the Vendor’s obligations under this Agreement will expire two (2) years after the Vendor’s receipt of that Confidential Information. Neither Party will make or issue, or cause to be made or issued, any announcement or statement regarding activities under this Agreement for dissemination to the general public or any third party without the prior written consent of the other Party.

2. **Exclusions.** The foregoing will not prevent Vendor from disclosing Confidential Information that (a) was or becomes generally available to the public other than as a result of disclosure by Vendor to the public or any third party in violation of this Agreement, (b) becomes available to Vendor from a source other than Company, provided that Vendor has no reason to believe that such source is itself bound by a confidentiality or non-disclosure agreement with Company or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation, (c) was rightfully in Vendor’s possession prior to receipt from Company, or (d) is independently developed by Vendor without the use of Company’s Confidential Information. If Confidential Information is required to be disclosed by Vendor by a governmental agency or law, such Confidential Information may be disclosed pursuant to such requirement so long as Vendor provides Company with written notice of the required disclosure promptly upon receipt of notice of the required disclosure, to the extent such notice is permitted by law, and coordinates with Company in an effort to limit the nature and scope of such required disclosure. Notwithstanding anything herein to the contrary, Vendor may disclose (without prior

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notification to, or approval or consent by Company), to taxing authorities and/or to Vendor’s representatives, outside counsel and advisors, any Confidential Information that is required to be disclosed in connection with Vendor’s tax filings, reports, claims, audits, and litigation.

3. Return of Confidential Information. Upon the written request of Company, Vendor will, at Vendor’s option, either return all of Company’s Confidential Information, including all copies thereof, or certify in writing that all of Company’s Confidential Information and all copies thereof have been destroyed. Vendor may return Company’s Confidential Information, or any part thereof, at any time.

4. Remedies. Upon any actual violation of this Agreement by Vendor, Company may be entitled to seek preliminary and other injunctive relief against such violation, in addition to any other rights or remedies which Company may have at law or in equity. If Vendor is liable to Company on account of this Agreement, the measure of damages will not include any amounts for indirect, consequential or punitive damages or lost profits.

5. No Warranties or Further Rights. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise in Company’s Confidential Information, except for the use of such Confidential Information as expressly provided in this Agreement.

6. Miscellaneous. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law. Neither Party will act or have authority to act as an agent of the other Party for any purpose whatsoever. This Agreement will be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to any conflicts of law principles. This Agreement will be binding on Company and Vendor and their successors and permitted assigns. However, neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument executed by Company and Vendor.

The Parties have duly executed and delivered this Agreement by their duly authorized representatives as of the Effective Date set forth above.

COMPANY: Rhode Island Quality Institute

VENDOR:

Signature: _____

Signature: _____

Name: _____

Name: _____

(Please print or type)

(Please print or type)

Title: _____

Title: _____

Date: _____

Date: _____