

**DATA SHARING PARTNER/PROVIDER PARTICIPANT AGREEMENT FOR
DISCLOSURE OF PROTECTED HEALTHCARE INFORMATION TRANSMITTED
TO CurrentCare**

This Agreement for Disclosure of Protected Healthcare Information (“PHI”) (“Agreement”) is entered into between the RHODE ISLAND QUALITY INSTITUTE (“RIQI”) and DATA SHARING PARTNER _____ (“DSP”), and its wholly owned subsidiaries and affiliates, effective as of the Effective Date stated below.

WHEREAS, CurrentCare is a voluntary health information exchange system that allows DSP to transmit PHI to CurrentCare (using a participation gateway controlled, operated and maintained by RIQI or RIQI's subcontractor) of only Patient Participants who have enrolled in CurrentCare and have authorized such disclosure;

WHEREAS, RIQI wishes to conduct those transactions involving the disclosure of Patient Participant’s PHI from DSP to CurrentCare;

WHEREAS, DSP wishes to become a DSP to CurrentCare; and

WHEREAS, some or all of the information to be disclosed is required by law to be protected against unauthorized use, disclosure, modification or loss. A violation of such a legal requirement may lead to criminal or civil penalties or other harm or damages. In order to comply with applicable legal requirements for the protection of information, the parties agree as follows:

A. Interpretation of this Agreement.

1. *Definitions.*

Capitalized terms in this Agreement are defined in the text or as follows:

- (a) “Access” means the ability, means or act of reading, writing, modifying or otherwise communicating data or information or making use of any computer system resource.
- (b) “Administrative Safeguards” shall have the same meaning as the term administrative safeguards in 45 C.F.R. § 164.304.
- (c) “Agreement” means this Agreement and any Addenda incorporated into this Agreement by reference.
- (d) “Authorization” and “Authorize” means having or the process of giving an individual or entity the power or right to act on behalf of such party, and to have Access to, Use or Disclose PHI on behalf of the party, including the use of specific written policies and procedures for the granting, documentation and revocation of such power or right, including

a specification of the purpose(s) for which such Authorization has been given.

- (e) “Continuity of Care Document” or “CCD” is an eXtensible Markup Language (“XML”) document containing patient health data which may serve as an input to or output from health information technology systems covered in this Agreement.
- (f) “Data Sharing Partner” means a Provider Participant who is submitting PHI to the Participation Gateway and has executed this Agreement.
- (g) “Data Service” means a Pharmacy Benefit Manager, health benefit payor or administrator or pharmacy which has entered into a written agreement with a DSP to allow access to information in Data Service’s possession through a DSP’s network.
- (h) “Disclose,” “Disclosed,” “Disclosing” or “Disclosure” mean the release, transfer, provision of Access to, or divulging in any manner of Information outside the entity holding Patient Participant PHI.
- (i) “Disclosing Party” means the party or its Intermediary which is Disclosing Information to another party pursuant to this Agreement.
- (j) “Disclosure Accounting” means an accounting by a Disclosing Party to a Patient Participant of all Disclosures made of PHI by the Disclosing Party and pertaining to that Patient Participant.
- (k) “Effective Date” means the date on which this Agreement becomes effective.
- (l) “Individual” means a natural person who is the subject of Protected Health Information.
- (m) “Information Privacy and Protection Laws” mean (i) R.I.G.L. § 5-37.3-1 et seq., R.I.G.L. § 5-37.7-1 et seq., R.I.G.L. § 40.1-5-1 et seq., R.I.G.L. § 11-49.2-1 et seq., R.I.G.L. § 23-6-18; R.I.G.L. § 23-11-9; R.I.G.L. § 27-41-53, 27-20-39, 27-19-44; 23-17-19.1; (ii) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”); (iii) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (iv) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an individual, and/or the payment for health or medical care for an individual; (v) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy of information pertaining to

the financial or credit status or condition of an individual; (vi) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to Individuals based upon the Individuals' status as consumers; and (vii) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to Individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over that party.

- (n) "Intermediary" means an entity that translates data into required format and/or stores or warehouses Patient Participant PHI for DSP or CurrentCare.
- (o) "Participation Gateway" means the portal between CurrentCare and DSP, behind DSP's or its third party designee's firewall, and through or by which portal Patient Participant PHI will be transmitted from DSP to CurrentCare.
- (p) "Participation Service" means the provision of the process which determines whether a valid patient authorization exists to permit the submission of clinical data from DSP to CurrentCare via the Participation Gateway.
- (q) "Patient Participant" means an Individual who receives health care services from a healthcare Provider Participant and has enrolled in CurrentCare.
- (r) "Pharmacy Benefit Manager" means a third party administrator of prescription drug programs responsible for processing and paying prescription drug claims, developing and maintaining the formulary, contracting with pharmacies, and negotiating discounts and rebates with drug manufacturers.
- (s) "Protect," "Protected" and "Protection" refer to the implementation and use of appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- (t) "Protected Healthcare Information ("PHI")", including ePHI "Electronic Protected Health Information" means information which identifies or could reasonably be believed could identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is legally required to protect or treat as confidential under an Information Privacy and Protection Law applicable to that party, and includes as well any information derived by the Processing of such information which is not Anonymized with respect to any Individual who is the subject of the information.

- (u) “Provider Participant”, including a Data Sharing Partner, means a pharmacy, laboratory or health care provider who is providing health care services to a Patient Participant and/or is submitting or accessing health information through CurrentCare and has executed an electronic and/or written agreement (Data Sharing Partner/Provider Participant Agreement and/or Data Use Agreement) regarding the disclosure, access, receipt, retention or release of confidential health information to CurrentCare.
- (v) “Receive,” “Receiving” and “Receipt” means (i) to take physical delivery of media containing Patient Participant PHI, or (ii) in the case of electronic delivery, for Patient Participant PHI to come into existence in a party’s information processing system in a form capable of being Processed by or perceived from a system of that type by the Accessing/Receiving Party, if the Accessing/Receiving Party has designated that system or address as a place for Receipt of Patient Participant PHI to a Disclosing Party.
- (w) “Security” means that set of policies, processes and procedures adopted by a party to ensure the Protection of Patient Participant PHI.
- (x) “Specifications Addendum” means an addendum to this Agreement which defines the specifications and procedures for Disclosure of Patient Participant PHI and access to Patient Participant PHI by the DSP. The Specifications Addenda may be amended by the parties from time to time as provided below.
- (y) “Subcontractor” means a Third Party providing services to a Receiving Party in connection with the Receiving Party’s obligations under this Agreement.
- (z) “Term” means the period of time from the Effective Date through Termination of this Agreement.
- (aa) “Third Party” means any individual, person or organization which is not a party to this Agreement, including a Third Party Hosting Provider.
- (bb) “Transaction” means the Transmission of Patient Participant PHI between parties to this Agreement.
- (cc) “Transmit,” “Transmitted” or “Transmission” means the transfer of Patient Participant PHI by one party to another, including (i) telephone voice and “faxback” systems, (ii) the transfer by mail or courier of Patient Participant PHI stored in portable electronic media or printed on paper or other “hard copy” medium, and (iii) electronic transmission by a computer using electronic media, such as the movement of PHI from one location to another by magnetic or optical media, transmissions over the Internet, Extranet, leased lines, dial-up lines, and private networks.

- (dd) “Unauthorized” means (i) an individual or entity which has not been Authorized to act on behalf of a party, or (ii) an action by an Authorized individual or entity which is not within the scope of the Authorization.
 - (ee) “Unsecured PHI” means Patient Participant PHI that is not secured through the use of a technology or methodology that renders the Patient Participant PHI unusable, unreadable or indecipherable.
 - (ff) “Use” means the sharing, employment, application, utilization, examination, analysis, anonymization, collection, storage or commingling with other information, of information by a party which holds that information.
2. *Incorporation of Specifications Agreement.* This Agreement incorporates by reference any Specifications Addendum (Attachment A) and Operations Addendum (Attachment B) which the parties to this Agreement have agreed shall be incorporated into this Agreement by reference.
 3. *Intent to Comply with Laws.* This Agreement shall be interpreted in a manner consistent with all applicable Information Privacy and Protection Laws, and shall be construed and interpreted liberally in favor of the protection of Patient Participant PHI. In the event of a conflict between applicable laws, the more stringent law shall be applied.
 4. *License.* Subject to Sections B(1) and B(2), DSP grants RIQI and its assigns or successors, a perpetual, fully-paid, worldwide, non-exclusive, royalty-free right and license (a) to license and/or otherwise permit others to Access and use Patient Participant PHI provided by DSP via CurrentCare by means of the Participation Gateway; and (b) to use such Patient Participant PHI to carry out RIQI’s duties to administer and operate CurrentCare, including without limitation, system administration, testing, problem identification and resolution, and management of the transmittal of Patient Participant PHI once it is received by the Participation Gateway from the DSP.

B. Criteria for Transactions.

1. Scope of Transactions. The scope of transactions between the parties shall be limited to the disclosure of PHI from DSP’s Participation Gateway to CurrentCare of Patient Participants who have enrolled in CurrentCare and have authorized such disclosure.
2. Specifications Addenda. Prior to conducting Transactions subject to this Agreement, the parties shall enter into a Specifications Addendum, which shall govern transactions between the DSP’s Participation Gateway and CurrentCare. The Specifications Addendum is attached as Exhibit A.

The Specifications Addendum may be amended by the parties from time to time.

3. Prior to conducting Transactions subject to this Agreement, the parties shall enter into an Operations Addendum, attached as Exhibit B. The Operations Addendum may be amended by the parties from time to time.
4. Prior to participation as a DSP to CurrentCare, DSP shall either enter into an Agreement with a Third Party Hosting Provider approved by RIQI or host its own Participation Gateway.
5. *System Operations.* DSP is responsible to purchase and maintain all computer equipment, hardware and software necessary to create, maintain, store and Transmit electronic health records. Each party shall be responsible itself or through its Third Party to test and maintain their respective equipment, software, and services necessary to effectively and reliably transmit and receive Patient Participant PHI to and from CurrentCare via the Participation Gateway.
6. *System Changes.* No party shall make any unilateral planned changes in systems operations of such significance that it can be reasonably anticipated or expected its implementation may negatively impact data transmission between DSP and CurrentCare via the Participation Gateway without providing ninety (90) days prior notice to the other party of the intended change. If it is impossible for the party to provide ninety (90) days notice, the party shall provide as much notice as possible, but no less than five (5) business days, to the other in order to allow the other party to be able to reasonably respond to the change. Notwithstanding the foregoing, the Specifications Addendum may be modified or amended at any time to accommodate new technology or security, future reconfigurations to interfaces, or changes/updates to the underlying technology, associated software and/or associated hardware provided that the amendment is expressly approved by the parties.
7. *Security.* The parties agree to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by 45 C.F.R. Part 164 Subpart C (“Security Rule”) and HITECH. The parties shall use reasonable efforts to minimize the risk that the connection to and use of the Participation Gateway includes, and that any method of transmitting such data introduces, any program, routine, subroutine or data (including without limitation, malicious software or “malware,” viruses, worms, and Trojan Horses) which may disrupt the proper operation of CurrentCare or any party thereof or any hardware or software used by CurrentCare in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action may cause CurrentCare or any party thereof or any hardware, software or data used by CurrentCare or any other DSP in connection therewith, to be destroyed, damaged, or rendered inoperable.
8. *Use of Intermediaries.* The parties may use Intermediaries to Transmit Patient Participant PHI, provided that:

- (a) Any Intermediary to which Patient Participant PHI is Disclosed must enter into a Written agreement requiring the Intermediary to Protect the Patient Participant PHI which is consistent with and provides at least as much Protection for Patient Participant PHI as this Agreement; and
- (b) The use of an Intermediary shall not relieve the party using an Intermediary of any obligation stated in this Agreement, unless the other party to this Agreement expressly agrees otherwise in Writing.

C. PHI Protection Obligations of DSP.

1. *General Obligations.* When Disclosing Patient Participant PHI or ePHI under this Agreement to CurrentCare via the Participation Gateway, the DSP shall:
 - (a) Maintain security and privacy policies, procedures and documentation necessary to demonstrate that the Disclosure of Patient Participant PHI or ePHI is not inconsistent with this Agreement or Information Privacy and Protection Laws.
 - (b) Implement reasonable, appropriate safeguards to help protect the Patient Participant PHI and maintain technological systems and procedures to guard against Unauthorized Access to or Disclosure of Patient Participant PHI that is Transmitted electronically, which safeguards may include virus checking, maintaining appropriate firewalls, encryption and/or other appropriate technical security mechanisms.
 - (c) The Patient Participant PHI Disclosed shall, to the best of DSP's ability, be accurate and complete and DSP shall make diligent, good faith and commercially reasonable efforts to provide accurate and complete Patient Participant PHI to the Participation Gateway.
2. *Computer System Administration.* DSP shall:
 - (a) Maintain a designated individual or individuals, or appoint a representative who will be responsible for supervising the security of DSP's applications permitting Transmission to CurrentCare's systems via the Participation Gateway, and who shall further be responsible for communicating with CurrentCare with respect to matters affecting the security of DSP's or CurrentCare's computer or computer systems or the Participation Gateway;
 - (b) Maintain such reasonable policies, procedures and systems as may be necessary to prevent Unauthorized parties from having Access to, Using, Disclosing, Processing, Copying, modifying, corrupting, rendering unavailable, introducing computer code into or otherwise performing activities or operations upon or harmful to the availability, accessibility, integrity, structure, format or content of Patient Participant PHI which

may be Transmitted to CurrentCare via the Participation Gateway and allow RIQI access to such policies as reasonably requested by RIQI; and

- (c) Notify RIQI immediately in the event of any proven or suspected breach or security incident as defined in HIPAA in which the DSP has reason to believe any Unauthorized person may have had Access to the information transmitted from the Participation Gateway to CurrentCare; including as appropriate:
 - 1. the identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been Accessed, Acquired or Disclosed during such breach;
 - 2. a brief description of what happened, including the date of the breach and discovery of the breach;
 - 3. a description of the type of Unsecured PHI that was involved in the breach;
 - 4. a description of the investigation into the breach, mitigation of harm to Individuals, and protection against further breaches; and
 - 5. contact information of the person most knowledgeable about the breach and the investigation into the breach.

D. Information Protection Obligations of RIQI.

- 1. *General Obligations.* At all times following the Receipt of Patient Participant PHI from DSP, until such time as the Patient Participant PHI is no longer in RIQI's control:
 - (a) RIQI shall not Use, Disclose or Process (or authorize others to Use Disclose or Process) Patient Participant PHI for any Purpose not stated in the applicable Specifications Addendum, except only as necessary for the proper management and administration of CurrentCare, in order to carry out its legal responsibilities, or as required or permitted by law.
 - (b) RIQI shall implement appropriate safeguards to prevent any Use or Disclosure of the Patient Participant PHI other than those permitted under this Agreement or by law. RIQI shall be responsible for confirming Patient Participant's enrollment in CurrentCare and authorization for the disclosure of Patient Participant's PHI prior to its disclosure from the Participation Gateway to CurrentCare.
 - (c) RIQI shall promptly notify the DSP of any Use or Disclosure of the Patient Participant PHI contrary to the terms of this Agreement of which it becomes aware, including the identity of the Patient Participant if the

Patient Participant's Unsecured information has been or is reasonably believed to have been Accessed or Disclosed.

- (d) RIQI may only Disclose Patient Participant PHI to Third Parties under the following conditions:

The Disclosure:

- (i) Is necessary to accomplish a purpose for which the Patient Participant PHI was Disclosed to CurrentCare via the Participation Gateway, consistent with the Patient Participant's authorization and enrollment in CurrentCare, and
- (ii) Is to a Subcontractor who has entered into a Written Agreement which:
 - a) Requires the Subcontractor to Protect such Patient Participant PHI under conditions consistent with and providing at least as much Protection for the Patient Participant PHI as this Agreement, including but not limited to provisions requiring the Subcontractor to promptly notify RIQI of any Use or Disclosure of the Patient Participant PHI contrary to the terms of the Agreement under which RIQI Disclosed the Patient Participant PHI and the identity of the Patient Participant whose Unsecured PHI has been or is reasonably believed to have been Accessed or Disclosed; and
 - b) Includes provisions stating that the Subcontractor shall not be deemed to have an ownership interest in the Patient Participant PHI; or
- (iii) The Disclosure is to the Individual who is the subject of the PHI; or
- (iv) The Disclosure is required by law or otherwise permitted under applicable Information Privacy and Protection Laws or by the Director of Health.
- (e) RIQI shall at all times protect Patient Participant PHI Received from the DSP in compliance with all applicable Information Privacy and Protection Laws.

2. *Computer System Administration.* RIQI shall:

- (a) Maintain a designated individual or individuals to serve as security officer(s) or representative responsible for supervising the security of the computer systems, who shall further be responsible for communicating with the DSP with respect to matters affecting the security of the DSP's computer or computer systems;
- (b) Maintain technological systems and procedures to guard against unauthorized access to Patient Participant PHI that is Transmitted electronically to CurrentCare via the Participation Gateway, including appropriate technical security mechanisms;
- (c) Maintain such policies, procedures and systems as may be reasonably necessary to prevent Unauthorized parties from having Access to, Using, Disclosing, Processing, Copying, modifying, corrupting, rendering unavailable, destruction, introducing computer code into or otherwise performing activities or operations upon or harmful to the privacy, availability, accessibility, integrity, structure, format or content of Patient Participant PHI Transmitted to CurrentCare from DSP via the Participation Gateway;
- (d) Notify the DSP immediately in the event of any proven or suspected breach or security incident in which RIQI has reason to believe any Unauthorized person may have had Access to PHI provided by DSP to CurrentCare via the Participation Gateway, including the identification of each Patient Participant whose Unsecured PHI has been, or is reasonably believed to have been Accessed, acquired or Disclosed as a result of a breach; and
- (e) At its sole discretion, conduct an assessment of the policies, procedures and systems used by the DSP to fulfill the obligations of this Section: (i) upon DSP's participation in CurrentCare; and (ii) in response to any material breach of security.

E. Privacy Practices.

During the Term of this Agreement the parties shall at all times coordinate any policies, processes and procedures they maintain under which Patient Participants are permitted to inspect, copy and amend or seek amendment of PHI which pertains to them. The parties shall therefore at all times:

1. Privacy Officers or Designees. Maintain a designated individual or individual(s) who shall be responsible (a) for ensuring the compliance of the party with the privacy requirements of all applicable Information Privacy and Protection Laws, and (b) for communicating with the other party with respect to matters concerning the inspection, copying and amendment of PHI by Patient Participants.

2. *Policies, Consents and Authorizations.* The parties hereto shall ensure that they have in place policies, consents and authorizations regarding Patient Participant PHI held or maintained by the party in order to perform its obligations under this Agreement. RIQI is responsible for confirmation of Patient Participants' enrollment and authorization for disclosure of PHI prior to the disclosure of Patient Participants' PHI from the Participation Gateway to CurrentCare.
3. *Inspection, Copying and Amendment of Records.* DSP shall maintain policies and procedures for the inspection, copying, amendment or request for amendment by Patient Participants of PHI in DSP's possession.
4. *Notification of Record Amendment.* In the event a record maintained by DSP pertaining to a Patient Participant, at the Patient Participant's request, is amended or statements pertaining to a proposed amendment of the record maintained by DSP have been prepared for inclusion in the record, pursuant to HIPAA, DSP is responsible for responding to the Patient Participant's request for amendment of the record and shall promptly provide RIQI with copies of the amendments or statements, or provide the amendment electronically, as applicable. RIQI shall promptly include the electronic amendment in the records maintained with respect to that Patient Participant in CurrentCare.
5. *Notification of Record Changes.* In the event a record pertaining to a Patient Participant is changed by DSP electronically following Disclosure of the original record from DSP to CurrentCare via the Participation Gateway, DSP is responsible to promptly provide RIQI with the change electronically. RIQI will promptly include it in the records maintained with respect to that Patient Participant in CurrentCare.
6. *Disclosure Records.* DSP shall maintain a record in accordance with its policies and procedures of all Disclosures made of Patient Participant PHI from DSP to the Participation Gateway and from the Participation Gateway to CurrentCare.
7. *Provision of Information and Amendment of Records.* DSP shall maintain procedures for:
 - (a) Providing Disclosure Accountings directly to Patient Participants;
 - (b) Providing an Access Report directly to Patient Participants;
 - (c) Communication to RIQI of changes to a Patient Participant's record, or amendments of PHI requested by Patient Participants; and
 - (d) Including changes or amendments of PHI Received from Patient Participants into record sets of PHI disclosed to RIQI.
8. DSP shall not reproduce, publicly display, publicly distribute or create derivative works of any of the data sources or RIQI's network.

9. DSP shall not use the data in CurrentCare to compete with any other DSP's businesses, including business of a Pharmacy Benefit Manager, health benefit payor or administrator or pharmacy.

10. DSP shall not make any use of any data or information of other DSPs except for the specific purposes herein. DSP shall refrain from attempting to capture, open, examine, modify, add commercial or other messages to, repackage, distribute, license, sell or make any commercial use of any data or information provided to CurrentCare by any DSP. Nothing in this Agreement shall prohibit a DSP from utilizing data or information for treatment or billing for treatment of Patient Participants.

F. Information Stewardship.

All information disclosed to CurrentCare via the Participation Gateway shall be deemed to be in the stewardship of RIQI at all times. It is expressly understood by the parties that all Patient Participant PHI Disclosed to CurrentCare via the Participation Gateway while this Agreement is in effect shall remain in the possession of CurrentCare following termination of this Agreement.

1. Each party to this Agreement represents to the other party that, at all times during the Term and at such other times as may be indicated, he, she or it;
2. Shall comply with, and as applicable, shall require its directors, officers and employees to comply with, all applicable Information Privacy and Protection Laws and regulations relating directly to CurrentCare.

G. Return, Archiving or Destruction of Information.

Upon the Termination of this Agreement:

1. The Patient Participant PHI disclosed by DSP to CurrentCare via the Participation Gateway shall remain in the possession of CurrentCare following termination of this Agreement.
2. The privacy and security obligations of DSP and RIQI with respect to Patient Participant PHI disclosed to RIQI by DSP via the Participation Gateway shall survive termination of this Agreement.

H. Limitation of Liability.

1. In the event of a claim, lawsuit or loss associated with any Transaction from DSP to CurrentCare, the parties agree that each will be responsible only for the amounts attributable to its own fault or negligence and will in no way be responsible for any losses attributable to the other party.
2. The parties shall maintain insurance coverage to protect against any loss attributable to it as a result of any Transaction or other liability relating to this

Agreement.

3. Neither party shall, in any event, be liable to the other party or to any third party for any indirect, consequential, incidental, special, exemplary or similar damages arising out of or in any way related to this Agreement, even if such party has been advised of the possibility of such loss or damage.
4. Each party shall use all reasonable efforts to mitigate damages for which the other party is responsible.

I. Dispute Resolution.

1. *Applicable Law.* This Agreement and any disputes arising under it shall be exclusively governed by and interpreted under the laws of the State of Rhode Island in the United States as though the parties were located in the State of Rhode Island and without giving effect to any conflicts of laws provisions.
2. *Alternative Dispute Resolution.* If either party believes the other has breached this Agreement, they agree to give a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with the other before commencing any proceeding, but nothing herein shall prohibit either party from taking any action reasonably required to protect such party's rights. Notwithstanding the foregoing, the parties agree to submit any dispute to non-binding arbitration prior to filing any action in court. Further, the parties agree to choose a mutually agreeable arbitrator. The parties shall bear their own costs, including attorneys' fees with respect to any dispute, including a dispute that is subject to this section. Nothing herein shall prohibit either party from taking any action reasonably required to protect each party's rights.
3. *Jurisdiction and Venue for Judicial Proceedings.* Jurisdiction and venue for any dispute arising out of or in connection with this Agreement shall be the State of Rhode Island, Providence Superior Court.

J. Disclaimers.

1. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, RIQI DOES NOT PROVIDE ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. RIQI AND ITS SUBCONTRACTORS USE AVAILABLE TECHNOLOGY TO MATCH PATIENT PARTICIPANT IDENTITIES WITH THEIR PHI IN ORDER TO PROVIDE PHYSICIANS WITH PATIENTS' PHI. BECAUSE PATIENT INFORMATION IS MAINTAINED IN MULTIPLE PLACES, NOT ALL OF WHICH ARE ACCESSIBLE TO RIQI, AND BECAUSE NOT ALL PATIENT INFORMATION IS KEPT IN A STANDARD FASHION OR IS REGULARLY UPDATED, IT IS POSSIBLE THAT FALSE MATCHES MAY

OCCUR OR THAT THERE MAY BE ERRORS OR OMISSIONS IN THE INFORMATION. THEREFORE, ANY TREATING PHYSICIAN OR OTHER HEALTH CARE PROVIDER OR FACILITY SHOULD VERIFY PRESCRIPTION DRUG BENEFIT, MEDICATION HISTORY INFORMATION AND OTHER PHI WITH EACH PATIENT AND/OR THE PATIENT'S REPRESENTATIVES BEFORE SUCH INFORMATION IS RELIED UPON OR UTILIZED IN DIAGNOSING OR TREATING THE PATIENT. RIQI AND ITS SUBCONTRACTORS DO NOT AND CANNOT INDEPENDENTLY VERIFY OR REVIEW THE INFORMATION TRANSMITTED THROUGH THE SYSTEM FOR ACCURACY OR COMPLETENESS.

RIQI MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY THROUGH THE SYSTEM OF ANY PARTICULAR DATA SOURCE OR OTHER PARTICIPANT. AT ANY TIME, DATA SOURCES OR OTHER PARTICIPANTS MAY BE ADDED TO OR DELETED FROM THE SYSTEM OR MAY LIMIT VENDOR AND/OR ANY VENDOR CUSTOMER ACCESS TO THEIR DATA, AND SUCH CHANGES MAY OCCUR WITHOUT PRIOR NOTICE.

K. Term and Termination.

1. *Effective Date.* The Effective Date of this Agreement shall be _____, 2012.
2. *Termination of Specifications and Operations Addenda.* The Termination of this Agreement with respect to a party shall simultaneously terminate the Specifications Addendum and Operations Addendum in effect with respect to that party under this Agreement.
3. *Effect of Termination on Obligations.* The Termination of this Agreement shall not affect any provision of this Agreement which by its wording or its nature is intended to remain effective and to continue to operate in the event of termination of this Agreement, and shall not prejudice or affect the rights of any party against the other in respect of any breach of the terms and conditions of this Agreement.
4. *Term.* Except as otherwise agreed, this Agreement shall be in effect until any party gives thirty (30) calendar days' notice in writing of the election to terminate to the other party.
5. *Conditions Allowing Immediate Termination.* Notwithstanding anything to the contrary in this Agreement, any party may terminate its coverage by and participation under this Agreement immediately upon Written notice to the other party, without any term of notice and/or judicial intervention being required, and without liability for such termination, in the event that:

- (a) The terminating party determines that the other party has violated a material provision of this Agreement pertaining to the Protection, Use or Disclosure of Patient Participant PHI;
 - (b) The other party receives: (i) a Criminal Conviction; (ii) is excluded, barred or otherwise ineligible to participate in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS or Tricare; (iii) is convicted, pleads nolo contendere or a judgment entered against it in a criminal or civil proceeding for a violation of any Information Privacy and Protection Law; or (iv) is found to have or stipulates that the party has violated any privacy, security or confidentiality protection requirements under any applicable Information Privacy and Protection Law in any administrative or civil proceeding in which the party has been joined;
 - (c) A trustee or receiver is appointed for any or all property of a party which is in possession of Patient Participant PHI Received/Disclosed by the terminating party and such trustee or receiver is not dismissed within ninety (90) days of such appointment;
 - (d) A party which is in possession of Patient Participant PHI Received/Disclosed by the terminating party becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for benefit of creditors;
 - (e) Bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, are properly commenced by or against a party which is in the possession of Patient Participant PHI Received/Disclosed by the terminating party and such proceeding is not dismissed within ninety (90) days of its commencement;
or
 - (f) A party which is in the possession of Patient Participant PHI Received/Disclosed by the terminating party is dissolved or liquidated.
6. *Termination for Curable Breach.* Subject to the provisions of Section (L) above, a party may terminate its coverage by and participation in this Agreement upon Written notice in the event that the other party materially breaches one or more of the requirements or conditions of this Agreement or the applicable Specifications or Operations Addendum and, if curable, fails to reasonably cure such breach within thirty (30) days from the date of the notice.
7. *Termination Due to Change in Law.* Any party may terminate its coverage by, and participation in, this Agreement in the event that it has sought amendment of this Agreement pursuant to Section L(1)(c) and no amendment has been agreed upon within the time period stated therein, by Written notice of termination no

later than thirty (30) days after the date required for agreement upon such amendment.

L. Miscellaneous.

1. *Amendment of Agreement.*

- (a) The Specifications Addendum and/or Operations Addendum may be modified or amended in writing by mutual agreement of the parties at any time without amendment to this Agreement.
- (b) A modification by a party of its policies, procedures, processes and/or systems used in connection with its obligations under this Agreement shall not be deemed a breach of or amendment to this Agreement, unless:
 - (i) such modification unreasonably interferes with another party's ability to fulfill its obligations under this Agreement; or (ii) such modification is contrary to or interferes with a specific obligation stated in the applicable Specifications Addendum or Operations Addendum.
- (c) Any party may seek to amend this Agreement in order to accommodate any new legislation, regulation, case holding, or legal order issued or proposed to be issued by a federal or state agency of competent jurisdiction which, in the reasonable judgment of the party: (i) invalidates or is materially inconsistent with this Agreement; (ii) would cause a party to be in violation of the law by its continued performance under this Agreement; (iii) would jeopardize the tax-exempt status of the party (if applicable) by its continued performance under this Agreement; or (iv) would jeopardize the licensure, accreditation or participation in good standing in a federal health benefit plan of the party by its continued performance under this Agreement. A party wishing to seek such an amendment shall notify all other parties in writing, including any proposed terms of amendment, no later than ninety (90) days prior to the proposed effective date of the amendment. The parties shall then negotiate in good faith to agree upon an amendment. In the event no agreement is reached, no amendment shall be effective, and the party seeking amendment may elect to terminate by written notice pursuant to Section K(7).

2. *Entire Agreement.* This Agreement, including any Specification and Operations Addenda incorporating this Agreement by reference, and as amended from time to time pursuant to Section L(1), constitutes the entire agreement and understanding between the parties with respect to the services specified and agreed upon in this Agreement and supersedes all prior oral or written agreements and understandings between them with respect to such services.

3. *Assignment.* No party may assign or transfer any or all of its rights and/or obligations under this Agreement or any part of it, nor any benefit or interest in or

under this Agreement, to any Third Party without the prior written consent of all other party/ies, which shall not be unreasonably withheld.

- 4. *No Agency or Partnership.* This Agreement does not create a joint venture, partnership or employer-employee relationship between the parties. In performing under this Agreement, each party is at all times acting and performing as an independent contractor and is not authorized to act as an agent or representative of any other party.
- 5. *Notices.* Any notice which may be or is required to be given under this Agreement shall be in writing and shall be sent by first class mail, fax, courier or as an Electronic Record attached to an e-mail. All notices shall be effective upon receipt at the addresses stated in the applicable Specifications or Operations Addendum, which may be changed from time to time upon thirty (30) days notice.
- 6. *Enforceability.* If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.
- 7. *Force Majeure.* Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

RIQI

DSP

(Print Name)

(Print Name)

(Print Title)

(Print Title)

Date

Date

ATTACHMENT A

Specifications Addendum

This Specifications Addendum is entered into between RIQI and _____ pursuant to that certain Agreement for Disclosure of and Protection of Healthcare Information Relating to CurrentCare effective _____, 2012, (“Agreement”). The Agreement is hereby incorporated by reference as if repeated in its entirety. This Specifications Addendum may be amended from time to time as provided in Section B(2) of the Agreement. As provided in the Agreement, the parties hereby specify as follows:

The terms of this Agreement are based on a mutual understanding that through the establishment, operation and maintenance of the Participation Gateway by DSP or its Third Party Hosting Provider, no clinical data will be submitted by DSP to CurrentCare via the Participation Gateway as described below unless and until a patient has consented in writing to participate in CurrentCare.

It is further understood that an information system application, referred to here as a Participation Gateway (established, controlled, operated and maintained by RIQI or RIQI's subcontractor), will be deployed to facilitate the determination of patient participation in CurrentCare by receiving HL7, CCD or other messages (clinical data) from the DSP which will trigger a series of technical operations outside the DSP system in communication with a participation service at CurrentCare to determine whether a valid patient authorization exists to permit submission of clinical data from DSP to CurrentCare via the Participation Gateway.

It is understood that to participate as a DSP in CurrentCare, the DSP agrees that the Participation Gateway will reside in a secure environment at the DSP or Third Party Hosting Provider on separate server(s) with related software and hardware, meeting the standards outlined herein.

A GAP analysis and subsequent creation of new mapping files for the DSP will be completed jointly between the DSP, RIQI and if applicable, a third-party designee. This assistance will include, but is not limited to, translating the data messages into a standard format, participating in clearing testing issues related to the translated messages and acting as an information resource for message formats working jointly with RIQI staff.

If data messages are not translated into the standard format, DSP agrees to allow the data to be stored and displayed in CurrentCare's clinical view in its native format.

DSP responsibilities associated with system interactions with CurrentCare through the Participation Gateway include:

1. DSP agrees that the CurrentCare Participation Gateway server may be housed in a location behind a network firewall for which DSP or its Third Party Hosting Provider shall have the responsibility to maintain, operate and manage;

2. The DSP must notify RIQI if the input message from the DSP system changes as this will disrupt normal operations until technical modifications have been made to the DSP-Participation Gateway-CurrentCare interface;
3. The DSP must notify RIQI if its remote connection to CurrentCare via the Participation Gateway changes as this will disrupt normal operations until technical modifications have been made to the DSP-Participation Gateway-CurrentCare connection;
4. DSP is responsible for resolution of problems that are the result of DSP's or its Third Party Hosting Provider's technology policy, negligence, or fault;
5. DSP is responsible for providing either to itself or to a Third Party Hosting Provider/Subcontractor approved by RIQI, a secure, clean, controlled environment in which the Participation Gateway server(s) reside to reasonably protect the Participation Gateway against damage from unauthorized access, theft, vandalism, adverse environmental conditions, electrical surges, water damage, etc. Once DSP or Third Party Hosting Provider establishes the Participation Gateway, responsibility for operating and maintaining the Participation Gateway, and for ensuring the integrity and security of the Participation Gateway, resides solely with DSP or Third Party Hosting Provider, as applicable. If the Participation Gateway is maintained by a Third Party Hosting Provider, then DSP shall have no responsibility for the operation and maintenance of the Participation Gateway, except for maintaining a secure, clean, controlled environment in which the Participation Gateway server(s) to reside;
6. DSP may not unreasonably deny remote access to the Participation Gateway server/s by a Subcontractor for purposes of remote troubleshooting and problem resolving; physical access will be required as reasonably necessary;
7. DSPs will ensure the reasonably appropriate level of service to triage support requirements for its Third Party Hosting Provider;
8. DSP will identify two key points of contact for technical assistance, and will provide RIQI with written confirmation of those individual points of contact. DSP will be responsible to update the contact information as it changes; and
9. DSP will identify and make available, at the request of RIQI, a knowledgeable representative to participate in good faith to resolve any dispute pertaining to equipment, services and support for the Participation Gateway in the interest of preserving the confidentiality, availability and integrity of CurrentCare.

Support provided to DSP by RIQI or through a designated Subcontractor includes the following provisions:

1. Installation, operation, maintenance and support, along with appropriate security measures, for the DSP Participation Gateway server(s) and the connection of the Participation Gateway server(s) to the DSP network and the centrally maintained CurrentCare system. RIQI and its Subcontractor/s are not responsible for supporting anything they have not installed;
2. Support for DSP-located CurrentCare hardware is limited to failures related to normal wear and tear. DSP-located CurrentCare hardware failures due to negligence, environmental causes outside the influence of Subcontractors, etc. are not covered in this agreement. DSP

will be financially responsible for restoring damaged hardware which is damaged as a result of DSP's fault or negligence;

3. Assist DSP technical staff on-site to ensure communication between DSP and CurrentCare via the Participation Gateway including testing and confirming messaging from DSP to/from CurrentCare via the Participation Gateway. Subcontractors will ensure the appropriate level of service to triage support requirements for DSP;
4. Resolution of Participation Gateway configuration issues;
5. Installation of Participation Gateway software upgrades according to a controlled upgrade procedure that minimizes system downtime;
6. Provide network proof-of-life monitoring through the use of periodic ping testing;
7. Assistance to technical staff at DSP through Help Desk or onsite assistance as required;
8. Provide on-site service to retrieve hardware;
9. Perform system reconfiguration in the event of a system crash;
10. Provide support to Help Desk during regular business hours;
11. Support problem resolution; and
12. RIQI will identify and make available a knowledgeable representative to participate in good faith to resolve any dispute pertaining to equipment, services and support for the Participation Gateway in the interest of preserving the confidentiality, availability and integrity of CurrentCare.

ATTACHMENT B

Operations Addendum

This Operations Addendum is entered into between RIQI and DSP pursuant to that certain Agreement for Disclosure of and Protection of Healthcare Information Relating to CurrentCare effective _____, 2012, (“Agreement”). The Agreement is hereby incorporated by reference as if repeated in its entirety. This Operational Addendum may be amended from time to time as provided in Section B(3) of the Agreement. As provided in the Agreement, the parties hereby agree as follows:

A. Operational Processes

1. Operational processes are outlined in the User Readiness Audit Checklist.
2. As applicable, DSP agrees to abide by CurrentCare policies and procedures which are available online at CurrentCareri.org. RIQI will use commercially reasonable measures to notify DSP when policies and procedures are materially updated or changed.

B. Operational Requirements

DSP and/or its third-party designee shall:

1. shall transmit data over RIQI’s approved method of connectivity;
2. has end-to-end fire-walled secure communication through an SSL connection;
3. uses HealthShare supported message format and interface format;
4. provides dedicated technical services including troubleshooting, router/firewall changes and assigning IP addresses;
5. provides support for IP allocation;
6. service has internet connectivity, DNN, end-to-end communication and the ability to send and receive e-mail; and
7. house the Participation Gateway inside its firewall with OS installed and external RIQI approved method of connectivity enabled.

RIQI

DSP

(Print Name)

(Print Name)

(Print Title)

(Print Title)

Date

Date

Address for Notices:

Address for Notices:

50 Holden Street
Suite 300
Providence, RI 02908
