UNIFORM VENDOR AGREEMENT WITH RHODE ISLAND QUALITY INSTITUTE

This AGREEMENT effective the ___ day of _____2012 (the "Effective Date") is by and between Rhode Island Quality Institute, a Rhode Island non-profit corporation ("RIQI") and ____ a business corporation having a principal place of business located at _____.

WITNESSETH

WHEREAS, RIQI desires to assist Rhode Island health care providers to participate in the Nationwide Health Information Network Direct system ("Direct") for the storage and exchange of electronic medical records and protected health information;

WHEREAS, RIQI established the Rhode Island Trust Community program ("RITC") to increase the efficiency and overall utilization of Direct;

WHEREAS, Vendor provides Health Information Service Provider ("HISP") services and/or related services, including without limitation, technical support services, to Rhode Island health care providers (the "Services");

WHEREAS, Vendor agrees to provide the Services, including those specified in Exhibit A, to Rhode Island health care providers in compliance with RIQI's Vendor Specifications specified in Exhibit B, and the terms of this Agreement; and

WHEREAS, subject to Vendor's compliance with the Vendor Specifications and compliance with the terms of this Agreement, RIQI desires to allow the Vendor to participate in the RITC and Vendor desires to participate in the RITC.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. TERM AND TERMINATION. This Agreement is effective as of the Effective Date for a term of one (1) year (the "Term"). Such Term will automatically renew for additional one (1) year terms unless RIQI or Vendor provide the other party thirty (30) days' written notice of its intention not to renew this Agreement.

In the event that: (a) RIQI is provided notice that Vendor has failed to provide the Services in compliance with the terms of this Agreement, including the Vendor Specification in Exhibit B, and such failure is confirmed by RIQI; or (b) Vendor otherwise breaches this Agreement, Vendor will be given ten (10) days' notice to cure such default. If Vendor fails to cure the breach within the ten (10) day notice period, this Agreement shall terminate and Vendor shall no longer be permitted to participate in the RITC. RIQI may also terminate this Agreement and Vendor's participation in the RITC for Vendor's misconduct as reasonably determined by RIQI. RIQI and Vendor shall have the right to terminate this Agreement upon ninety (90) days' written notice.

2. DUTIES. (A) During the Term of this Agreement, RIQI shall allow Vendor to participate in the RITC. To support Vendor's participation in the RITC, RIQI shall:

I. In the role of RITC Registration Authority ("RA"), verify the identity of Rhode Island health care providers seeking to participate in the RITC in accordance with established RITC procedures, attached hereto as Exhibit C;

II. Facilitate the process for the RITC Certificate Authority ("CA") to generate and issue organizational and individual X.509 digital certificates to Rhode Island health care providers who have been verified by the RITC RA.

III. Facilitate the process for the CA to deliver the digital certificates to Vendor.

(B) Vendor shall, in accordance with Exhibit C, submit Certificate Signing Requests to the CA and store the digital certificates on the Vendor's DNS server.

(C) Vendor shall provide the Services in accordance with the RIQI Vendor Specifications attached hereto as Exhibit B. Such Specifications may be amended by RIQI with thirty (30) days notice to Vendor. If within the thirty (30) day notice period, Vendor informs RIQI that it does not agree to provide the Service(s) in accordance with the requested amendment, Vendor shall be deemed to have informed RIQI of its intention to terminate this Agreement..

3. INDEMNIFICATION AND INSURANCE. Vendor shall indemnify and hold RIQI harmless from and defend it from and against any and all demands, claims, actions, liabilities, losses, costs, damages or expenses whatsoever (including any reasonable attorneys' fees) (collectively, "Losses") asserted against, imposed upon or incurred by RIQI resulting from or arising out of Vendor's act or omission, including its agents and subcontractors under this Agreement, all Exhibits hereto, or Vendor's participation in the RITC, including but not limited to negligence or intentional acts or omissions. This Section 3 shall survive the termination of this Agreement. Notwithstanding the foregoing, Vendor shall not be responsible for any exemplary, special or punitive damages or loss of good will.

RIQI shall give Vendor notice of any Losses for which it will seek indemnification from Vendor within thirty (30) days of notice thereof. Lack of such notice will only relieve Vendor of its obligations hereunder if it suffers actual prejudice as a result thereof.

Vendor shall maintain sufficient amounts of insurance coverage to protect against any loss attributable to it as a result of any act or omission or other liability relating to this Agreement, all Exhibits hereto, or Vendor's participation in the RITC, in an amount not less than $2,000,000.

4. NO AGENCY OR PARTNERSHIP. This Agreement does not create a joint venture, partnership or employer-employee relationship between the parties. 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 the other party.

5. CONSTRUCTION. This Agreement shall be governed by the laws of the State of Rhode Island.

6. ARBITRATION. In the event that any matter or disagreement shall arise in connection with this Agreement, such disagreement shall be promptly settled by binding arbitration in the state of Rhode Island, in accordance with the rules then existing of the American Arbitration Association.

7. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective parties hereto.

8. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day and year first above written.

VENDOR	**RHODE ISLAND QUALITY INSTITUTE**
By: _____	By: _____
Print Name:	Print Name:
Print Title:	Print Title:

Exhibit A

Products and/or Services to be offered by Vendor:

- **Health Information Service Provider (HISP) vendor: electronic health information exchange via secure e-mail**

Exhibit B

Health Information Service Provider

Vendor Specifications

Specifications for Participation in the Rhode Island Trust Community (RITC)

06 December 2011

VENDOR MINIMUM SPECIFICATIONS FOR HEALTH INFORMATION SERVICE PROVIDERS (HISPS) PARTICIPATING IN THE RITC

General Privacy and Security Standards Compliance Specifications

RIQI is committed to upholding local and national standards to ensure that privacy and security measures are established and maintained for patient data. To ensure that vendors are upholding industry standards, RITC requires compliance with the below specifications pertaining to data security.

Requirement#	Area	Specification
PS1	Privacy and Security Standards	HISP Vendors will comply with all Rhode Island and federal laws and other regulations including but not limited to privacy and security, CMS regulations, requirements, etc.
PS2	Privacy and Security Standards	HISP Vendors will be compliant with HIPAA and HITECH Privacy and Security rules.
PS3	Privacy and Security Standards	HISP Vendors will execute a contract with each provider. Such contract shall govern the terms and conditions for providing the Services (as defined in the Agreement) to the health care provider, and must include privacy and security obligations of the HISP Vendor and the health care provider that are consistent with applicable state and federal laws.
PS4	Privacy and Security Standards	HISP Vendors will certify to RITC that it has established a breach notification compliance program.
PS5	Security Audit	HISP Vendors will complete a security audit and penetration test on their technology infrastructure and provide documented results to the RITC upon request. The security audit and penetration test must be repeated on a regular basis and as there are significant technology infrastructure changes.

HISP Technical Architecture Specifications

To ensure that providers adopting Direct Project messaging to securely exchange patient health information with their counterparts select a HISP solution that is able to perform encryption, trust verification, and authentication on their behalf, the RITC must guarantee that HISP vendors are compliant and compatible with the Direct Project specifications and best practices. We understand that HISPs might differ from one another, and we support their uniqueness and additional functionalities; however, there are a set of core technical requirements that must be met by all HISP Vendors participating in the RITC.

HT1	Compatibility	HISP Vendors must be able to sign, encrypt, decrypt, and verify the payload using S/MIME as well as support SMTP, S/MIME, and X.509v3 certificates to securely transport health information over the internet as defined by the Applicability Statement for Secure Health Transport (http://wiki.directproject.org/Applicability+Statement+for+Secure+Health+Transport)

HT2	Legal Agreements	Directed exchange where an external HISP could have access to unencrypted data (managing the private keys of the address holder) must operate under a standard Business Associate Agreement (BAA) if the Direct address holder is part of a Covered Entity.
HT3	Client API	The HISP must support the Direct SMTP edge protocol AND the web service edge protocol defined at: http://code.google.com/p/nhin-d/source/browse/#hg%2Fjava%2Fdirect-edge-ws to enable system generated Direct messaging (e.g. EHR to HIE connectivity).
HT4	Trust Stores	HISPs must allow a Direct Project participant to specify which counterparts they wish to be able to exchange information (i.e. send and receive messages). Trust stores can white/black list at the following levels: • Address • Domain • Certificate Authority • Certificate signatory
HT5	Security of Private Keys	HISPs that manage private keys must perform specific risk assessment and risk mitigation to ensure that the private keys have the strongest protection from unauthorized use. That risk assessment must address the risk of internal personnel or external attackers gaining unauthorized access either to the keys or to the health information functions for which the keys enforce trust. HISPs must have a defined policy for notification and handling of a breach of private key stores.
HT6	Content and Format of Messages	HISPs must be able to format the "payload" as an RFC5322-compliant email message with a valid MIME body (RFC2045, RFC2046). The delivery of messages must be agnostic of attachment type or format.
HT7	Use of message data	Patient data is not retained for purposes other than processing and delivering the message. No use or storage of message payload beyond what is explicitly required by contract with providers. Additional access to content must be governed by a separate contract between the HISP and provider.
HT8	Logging / auditing	Record counts of provider-level (by Direct address) sent and failed messages at a minimum of weekly counts must be retained and provided to RIQI on request.
HT9	Addressing of Messages	HISP Vendors must route messages to any other well-formed Direct address, regardless of destination HISP provider (i.e. no walled gardens).
HT10	Forwarding of messages	Ability to support automatic forwarding of messages from one Direct address to another Direct project address to enable transition of HISP services.
HT11	Disaster Recovery	HISP must have a defined disaster recovery and backup plan, including offsite hosting and ability to recover from disasters such as primary hardware failure, long term power outage, flood, etc.
HT12	Testing and Production Policies and Procedures	HISP must have a defined process and set of policies for testing and deploying production updates to ensure compliance with Service Level Agreements.

Best Practice Compliance Specifications

RIQI is committed to upholding local and national standards to ensure that privacy and security measures are established and maintained for patient data.

Requirement#	Area	Specification
BP1	Best Practice Compliance	HISP Vendors must follow HISP Best Practices in regard to HIPAA and Legal Agreements, Security, and Transparency and Data Handling/Retention as

		recommended by HISP Best Practices (http://wiki.directproject.org/Best+Practices+for+HISPs).
BP2	Best Practice Compliance	HISPs must include all data collection, use, retention and disclosure policies (including rights reserved but not exercised) in BAAs or other service agreements. HISPs must minimize data collection, use, retention and disclosure to that *minimally required* to meet the level of service required of the HISP. Minimal use may require retention of data for security, audit, logging and other required operation; such use must be included in BAAs and service agreements, and must capture the minimal amount of data to fulfill those requirements. Audit logs containing: (1) Sent messages, and (2) Failed messages are acceptable and expected.
BP3	Best Practice Compliance	HISP Vendors agree to participate in the development of and to adopt new industry-consensus approved best practices with respect to HISP "rules of the road".
BP4	Auditing and Compliance	HISP Vendor must be willing to work with RITC to ensure ongoing compliance with best practices and other conditions laid out above in the form of an audit.