

EXHIBIT XIV: NON-DISCLOSURE AGREEMENT

THE CITY OF HOUSTON

This Agreement is made this __ day of September, between ____("Recipient") and The City of Houston ("Discloser.")

WHEREAS, Discloser possesses and will possess certain ideas and information related to Request for Proposal # _____ that are not made available to the general public and are confidential and proprietary to Discloser ("Confidential Information");

WHEREAS, Confidential Information includes the Request for Proposal, all communications from Discloser to Recipient that relate to the Request for Proposal, and all documents prepared by Recipient in response to the Request for Proposal (its "Response");

WHEREAS, Discloser possesses certain data that are protected by law from improper use and disclosure, and which Discloser is disclosing to Recipient so that Recipient may prepare a Response to the Request for Proposal ("Confidential Data");

WHEREAS, Confidential Data includes enrollment and claims data described in Exhibits, and any additional enrollment and claims data that Discloser determines may be necessary to disclose in order for Recipient to prepare a Response to the Request for Proposal. This Confidential Data includes Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Confidential Information and Confidential Data will be made available to qualified Proposers through a secure website, upon Discloser's receipt of signed Non-Disclosure agreement by Recipient; and

WHEREAS, Recipient is willing to receive the Confidential Information and Confidential Data pursuant to the terms of this Agreement for the purpose of preparing its Response to the Request for Proposal;

NOW THEREFORE, in consideration of the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information and Confidential Data.
2. Confidentiality.
 - (1) Limited Use. Recipient agrees not to use the Confidential Information and Confidential Data in any way except for the purpose of developing its Response to the Request for Proposal.
 - (2) Limited Disclosure to Recipient's employees and subcontractors. Recipient agrees to use its best efforts to prevent disclosure of the Confidential Information and Confidential Data to any person other than Recipient's employees who need the Confidential Information and Confidential Data for the purpose of preparing the Response to the Request for Proposal.
 - (3) Limited Disclosure to authorized employees and designees of Discloser. Recipient agrees that it will only disclose Confidential Information (including its Response to the Request for Proposal) to employees of Discloser authorized in writing by the Issuing Officer to receive such Confidential Information.
3. Security.
 - (1) Encryption. Recipient agrees to encrypt all Confidential Data during transmission and while at rest.
 - (2) Access Restriction. Recipient agrees to use technical and logical safeguards to ensure that only those employees assisting with the preparation of its Response to the Request for Proposal have access to the Confidential Information and Confidential Data.
 - (3) Safeguards. Recipient agrees to implement and use administrative, physical and technical

safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Confidential Data.

4. Limits on Confidential Information.
 - (1) Confidential Information shall not be deemed proprietary and confidential and the Recipient shall have no obligation with respect to such information: (a) where the Recipient can demonstrate, through written records, that the information was previously known; (b) which has become known to the general public through no acts or omissions of Recipient; or (c) which was lawfully received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information.
 - (2) Recipient shall have no obligation to maintain the confidentiality of its own Response to the Request for Proposal, once Discloser has publicly announced its intent to award the contract.
5. Ownership of Confidential Information and Confidential Data. Recipient agrees that all Confidential Information and Confidential Data prepared by Discloser shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information or Confidential Data, or any other intellectual property protecting or relating to the Confidential Information or Confidential Data. Recipient agrees that it shall not acquire any interest in, or design, create, manufacture, sell, or otherwise deal with any item or product, containing, based upon or derived from the Confidential Information or Confidential Data, except as expressly agreed to in writing by Discloser. Notwithstanding the foregoing, Recipient may use and disclose its own Response to the Request for Proposal after Discloser's public announcement of the award of the contract or contracts.
6. Duty to Report and Cooperate. Recipient shall promptly advise Discloser in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information or Confidential Data by any of Recipient's personnel or former personnel. Recipient shall, at its own expense, cooperate with Discloser in mitigating harm arising from such use and seeking injunctive or other equitable relief against any such person(s).
7. Disclosure to Subcontractors. Recipient shall ensure that its agents or subcontractors to whom it provides Confidential Information or Confidential Data for the purpose of preparing its Response to the Request for Proposal comply with at least the same obligations that apply to Recipient under this Agreement.
8. Recipient shall either destroy or return the Confidential Information and Confidential Data to the Issuing Officer within thirty (30) calendar days of the following events, whichever occurs first:
 - (1) The Recipient's decision not to submit a Response to the Request for Proposal;
 - (2) The Discloser's cancellation of the Request for Proposal;
 - (3) The Discloser's award of the contract;
 - (4) The Discloser's written request for the return or destruction of the Confidential Information and Confidential Data.

If the Recipient elects to destroy the Confidential Information and Confidential Data, the Recipient shall send written certification to the Issuing Officer that the Confidential Information and Confidential Data have been destroyed no later than five (5) business days after the expiration of the thirty (30) calendar-day periods referenced in this section. Recipient agrees not to retain any copies of the Confidential Information and Confidential Data after return or destruction.

Proposer

By: _____

Title: _____