

Confidential Information

Certain confidential and proprietary information (“Confidential Information”)* may be disclosed to Employer and/or to Employer’s consultant (together referred to as “Employer”) as a part of this Request For Proposal (RFP) process. Confidential Information is our (“Company”) exclusive property and is a trade secret of Company. By accepting Company’s RFP response, Employer agrees that the Confidential Information shall remain Company’s sole property. Employer agrees to hold the Confidential Information in confidence, to only use or disclose it as necessary to review and evaluate Company’s response to this RFP, and to maintain it with the same degree of care used in safeguarding its own confidential information. No portion of the Confidential Information may be disclosed, furnished, or otherwise made available to any other entity or person, including any competitor, third party administrator or other insurer without the prior written consent and agreement of Company.

* Confidential Information shall mean the systems, procedures, methodologies and practices used by Company in connection with the claims processing, claims payment, medical management and utilization monitoring functions (including but not limited to, software programs and other computerized medical and case management and claims processing systems), together with the participating provider network, including provider and/or customer contracts and arrangements, the negotiated fees, terms and discounts with providers, provider tax identification numbers, customer and supplier lists, information about our corporate structure and any affiliates, and other non-public information about Company. Confidential Information shall also include any other information specifically identified as such by Company prior to disclosure.

The Proposal

The terms of the proposal hereinafter set forth (the “Proposal”) are subject to negotiation and execution of a written agreement, which will supersede the contents of the Proposal. The Proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession which was provided by you. We retain the right to modify the Proposal if the information upon which the Proposal is based is changed or supplanted.