CONFIDENTIAL DATA RELEASE AND INDEMNIFICATION AGREEMENT

This Confidential Data Release and Indemnification Agreement is entered into between and among **Highmark BCBSD Inc.,** d/b/a/ Highmark Blue Cross Blue Shield Delaware ("Highmark DE"), **State of Delaware** ("Plan Sponsor"), on its own behalf and on behalf of the group health plan(s) it sponsors for employees or other covered persons ("Group Health Plan" or "the Plan"), and [redacted] ("Vendor") (hereinafter collectively "the Parties"), effective upon signature. The Parties acknowledge and agree as follows:

WHEREAS, Highmark DE currently provides certain claims processing and administrative services (the Contracted Services") to Plan Sponsor and to Group Health Plan pursuant to an Administrative Services Agreement; and,

WHEREAS, Highmark DE has entered into an Agreement with its affiliate, Highmark, Inc. ("Highmark") Highmark for Highmark to perform certain elements of the Contracted Services on its behalf, and

WHEREAS, Plan Sponsor has been informed of and has consented to Highmark DE's Agreement with Highmark for the provision of the Contracted Services on Highmark DE's behalf; and

WHEREAS, the Plan Sponsor, on behalf of the Plan, has contracted with Vendor for the provision of certain health care operations services for the Group Health Plan "Vendor Services"; and has entered into an agreement with Vendor, for the provision of those services ("Agreement"); and

WHEREAS, in anticipation of, and as part of the health care operations activities related to the Contracted Services, the Plan Sponsor and Group Health Plan have instructed Highmark DE, on its own or through its arrangement with Highmark, to transfer certain Enrollment, Claims and Utilization data ("Data") to Vendor, which data contains and is considered to be Protected Health Information ("PHI") as that term is defined at 45 C.F.R. §160.103, in order for Vendor to perform the Contracted Services; and,

WHEREAS, Highmark DE has agreed to release and/or provide for the release of the requested information to Vendor on the conditions outlined in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made with respect hereto, Highmark DE, Plan, Plan Sponsor and Vendor agree as follows:

1. Plan Sponsor and Group Health Plan represent and warrant that they have the authority to direct Highmark DE and/or Highmark, to release the Data to Vendor, and do hereby authorize Highmark DE and/or Highmark to release the Data, which may include Member and/or Dependent Social Security Numbers and/or claims information generally understood to be sensitive in nature, to Vendor in accordance with GHP's and/or Plan Sponsor's instructions. Plan Sponsor and GHP agree that all instructions regarding transfer of the Data to Vendor shall be provided to Highmark DE and/or its affiliate Highmark, Inc. in writing.

2. Highmark DE agrees to release or provide for the release of the Data to Vendor as requested by Plan Sponsor/Group Health Plan. Neither Highmark DE nor Highmark will transfer Data directly to Plan Sponsor. Upon transfer, Vendor assumes all responsibility for Vendor's proper use, disclosure and protection of the Data.

3. Plan Sponsor and Group Health Plan represent and warrant that the Plan has entered into a Business Associate Agreement and other appropriate agreements with Vendor for the transfer, use and protection of the Data, and that the agreements are in full compliance with the requirements of the Health Insurance Portability and accountability Act of 1996 (HIPAA) Privacy and Security Rules, the Health Information Technology for Economic and Clinical Health Act (HITECH), and other applicable law. Vendor acknowledges its compliance obligations pursuant to the Business Associate Agreement as well as pursuant to HITECH and applicable implementing Regulations.

4. Vendor acknowledges and understands that all information transferred pursuant to this Agreement is confidential and will take all necessary steps to protect such information and ensure that such information is used and/or disclosed only as permitted or required by law. Vendor will not re-release or disclose the Data to any third party or person, except as permitted by applicable law/regulations. If disclosure is permitted pursuant to this paragraph, Vendor will ensure that the recipient agrees to the same standards for protection of the Data as are applicable to Vendor.

5. Vendor and its successors and assigns, agree to indemnify and hold harmless Highmark DE and its subsidiaries, affiliates, and parents and its/their directors, officers, agents and employees, against any third party claims, damages, obligations, losses, lawsuits, settlements, judgments, costs, fines, penalties and expenses (including reasonable attorneys' fees) ("Losses") arising, from Vendor's use or disclosure of the data, including without limitation, Losses arising out of any claim by any person or entity that the use or subsequent disclosure by Vendor was not authorized or violates any applicable law, regulation or practice.

6. The rights and responsibilities of each of the parties under this Agreement will inure to their successors and permitted assigns.

7. This Agreement, including all recitals, constitutes the entire agreement between the Parties regarding the subject matter hereof. Except as provided herein, any changes or modifications to this Agreement must be in writing and signed by an authorized representative or officer of each of the parties.

8. This Agreement will be governed, construed, and enforced under the laws of Delaware regardless of principles of conflict of laws, and all disputes arising out of this Agreement will be resolved in state or federal district courts in Delaware.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute one and the same agreement.

In Witness Whereof, intending to be legally bound, the parties hereto execute this Agreement below.

Highmark BCBSD Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

[redacted]

Signature: _____

Name: _____

Title: _____

Date: _____

State of Delaware (On its own behalf and on behalf of its Group Health Plan(s))

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: _____ [redacted]