

**‘HIGHMARK INC. ENROLLMENT SYSTEM
CONFIDENTIALITY AGREEMENT - DESIGNATED AGENT**

THIS AGREEMENT is entered into this _____ (“Effective Date”), under specific arrangements, by and between Highmark Inc. (the “Administrators”) to provide certain administration services _____ (the “Group”), Highmark Inc. group number# _____ (attach listing if necessary), related to Group’s Welfare Plan the (“Welfare Plan”), which Welfare Plan offers health care benefits and is regulated by the terms of the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended.

WHEREAS, the Group has entered into an agreement with **Davevic Benefit Consultants. Inc.** (the “Designated Agent”), whereby Designated Agent provides certain services to the Group; and

WHEREAS, Administrators, in order to fulfill certain administrative functions, obtain, maintain and store the Group’s membership data on the Administrators’ enrollment systems; and

WHEREAS, the Group desires Administrators to allow the Group and/or the Designated Agent to have access to the Group’s membership data for the sole purpose of INQUIRY or UPDATE (please circle one) to the Group’s enrollment data (“Identified Purpose”). In order to acquire UPDATE capability, Agent/TPA must be the authorized biller for the Group; and

WHEREAS, Administrators are willing to provide such limited access to the enrollment systems at the Group’s request; and

WHEREAS, the Group and/or the Designated Agent agree to have certain of their employees who will have access to the enrollment systems (“Individual Authorized Users”) sign a Confidentiality Statement, (sample attached) hereto as Attachment A.

NOW THEREFORE, intending to be legally bound and in consideration of being allowed access to the enrollment systems:

- (1) The Group and the Designated Agent acknowledge that all Administrators’ information, including but not limited to, computer software, computer-related documentation, enrollment and claims data which the Group and the Designated Agent may obtain or use when fulfilling their duties through the use of the enrollment systems is confidential, sensitive and proprietary in nature (“Confidential Information”).
- (2) The Group and the Designated Agent agree to use all reasonable efforts to protect all Confidential Information from unauthorized use, modification, loss and disclosure to third parties.
- (3) The Group and the Designated Agent agree to access only information needed in order to perform its job responsibilities related to the Identified Purpose and to use that data only to complete its job responsibilities that are related to the Identified Purpose.

- (4) The Group and the Designated Agent agree to use a password(s), which has/have been provided by the Administrators to gain access to the enrollment systems and agree to keep password(s) confidential, and prevent passwords from being made available or accessible to other than the Individual Authorized Users.
- (5) The Group and the Designated Agent agree to review the terms of this Agreement with its individual Authorized Users prior to obtaining Individual Authorized Users' signatures on the Confidentiality Statement.
- (6) The Group and the Designated Agent shall immediately report all breaches and suspected breaches of data and claims security and password violations to Administrators within one (1) working day.
- (7) The Group and the Designated Agent hereby acknowledge and agree that they understand their responsibilities to safeguard the integrity of all confidential and propriety information obtained through the enrollment systems, including any and all enrollment, claims and claims-related information.
- (8) The Group and the Designated Agent hereby acknowledge and agree that their failure to meet any obligation under this Agreement shall result in immediate revocation of their access to the enrollment systems, as well as potential legal action and such fines or penalties which the Group and the Designated Agent may incur by virtue of possessing unauthorized or related documentation, or information, or using the information not in accordance with the terms of this Agreement.
- (9) The Group and the Designated Agent agree that only those persons who have signed a Confidentiality Statement shall have access to the enrollment systems.
- (10) The Group and/or Designated Agent shall inform Highmark, within the same working day, if any Individual Authorized User terminates his/her relationship with the Group and the Designated Agent, so that Administrators may revoke his/her access and password(s). In addition, the Group and the Designated Agent shall not allow any new Individual Authorized User to have access to enrollment systems until Administrators have been notified and the new Individual Authorized User(s) has/have been provided with a password(s) and have signed a Confidentiality Statement.
- (11) This Agreement will be governed, construed and enforced under the laws and regulations of the Commonwealth of Pennsylvania.
- (12) To the extent permitted by applicable law, the Group and Designated Agent, and the Individual Authorized User(s) will indemnify, hold harmless and release

Administrators, and their subsidiaries, affiliates, directors, officers, employees, subcontractors, and principals (“Indemnified Parties”) against any and all liabilities, losses, obligations, risks, expenses (including attorneys’ fees), costs, damages and judgments and against any and all claims and actions arising out of or in any way connected with Administrators’ decision to allow the Individual Authorized User(s) access to the enrollment systems.

- (13) In addition to and not in limitation of any other provisions of this Agreement, the parties acknowledge that, as of the date of this Agreement, various federal and state legislative and regulatory proposals have been made to address the privacy of individually identifiable health information (any such law, regulation, or other standard being referred to as a “Privacy Standard”), including the U.S. Department of Health and Human Services promulgation of an administrative rule under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Within 60 days prior to the required compliance date of any Privacy Standard that is applicable to any party hereto or to the activities of any party under this Agreement in order for the affected party to comply with such Privacy Standard, or within 30 days after the date on which the affected party is advised by counsel that modifications to this Agreement will be necessary in order for such affected party to comply with such Privacy Standard, whichever is earlier, the parties shall negotiate in good faith to modify this Agreement in order for such affected party and its affiliates to comply with such Privacy Standard. If the parties are unable to negotiate mutually acceptable modifications, the affected party may cease to disclose, or provide access to information protected by such Privacy Standard to the extent necessary to comply with such Privacy Standard. Further, the parties agree to comply with any and all existing laws and regulations, both state and federal, regarding privacy or confidentiality specifically including the Social Security Act and the Federal Privacy Act.
- (14) Administrators may terminate this Agreement, at any time, for cause or no cause by providing twenty-four (24) hour written notice to the Group and Designated Agent.
- (15) The Group and/or the Designated Agent may authorize additional Individual Authorized Users. Administrators will provide passwords and access to additional Individual Authorized Users at any time so long as the Individual Authorized Users have signed a Confidentiality Statement.

NOW, THEREFORE, intending to be legally bound the parties set forth their signatures below:

X _____

Group (Officer or Owner)

_____ Date

_____ Designated Agent / David A. Gordon

_____ Date

_____ Highmark Inc.

_____ Date

ATTACHMENT A

HIGHMARK INC. CONFIDENTIALITY STATEMENT

The following Confidentiality Statement is entered into between _____
_____(Group/Designated Agent) on behalf of itself and its affiliates
and subsidiaries and _____ (“Individual Authorized
User”).

ACCESSING INFORMATION

1. Individual Authorized User may seek access only to that information necessary to perform his/her job responsibilities and may only use that data to complete those job duties.
2. Passwords established to gain access to the enrollment systems must be kept confidential and are not to be shared, revealed or made accessible to others in any way.

RELEASING INFORMATION

3. Data must not be discussed or shared with co-workers, except in required business situations, nor with external individuals, including spouses, and shall not be released to third parties.

I hereby acknowledge that I understand my responsibilities, as noted above, both during and after my employment by Group/Designated Agent and its Affiliates and Subsidiaries, to protect and maintain the confidentiality of all data.

I understand that my failure to protect and maintain that confidentiality; to allow or commit any unauthorized disclosure, use, modification, or loss of proprietary data; or to commit unlawful use or reproduction of computer software, may result in disciplinary action, including dismissal and/or legal action.

Individual Authorized User

Date

Group/Designated Agent (Owner or Officer)

Date

Type of Access (**Please Circle One**):

INQUIRY

or

UPDATE