

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement"), effective _____ is made and entered into by and between the undersigned and SLG Benefits & Insurance, LLC (Company), on behalf of QBE Insurance Corporation.

RECITALS

- A. Employer Group maintains a self-funded group health plan (the "Plan");
- B. Employer Group has: (a) contracted with Service Provider to provide claims administration and other services related to the Plan; or (b) self-administers and provides claims administration and services for the Plan, themselves, under this scenario, the Employer Group will be considered as the Service Provider for the purposes of this Confidentiality Agreement.
- C. Company has issued a quote for stop-loss coverage and/or a stop-loss policy to Employer Group;
- D. Company wishes to obtain from Employer Group and its Service Provider certain Health Information related to persons covered under the Plan for purposes related to Company's quoting and administration of stop-loss coverage for Employer Group; and
- E. Company may disclose Health Information to: (a) Service Provider, Employer Group and other individuals or organizations for purposes related to Company's quoting and administration of stop-loss coverage; (b) other individuals or organizations as required by law or directed by Service Provider or Employer Group; and (c) as otherwise provided in this agreement.

In consideration of the mutual covenants contained herein, Service Provider and Company agree as follows:

SECTION 1: DEFINITIONS

The following terms shall have the following meanings. Any singular word shall include any plural of the same word.

"Service Provider" shall mean a person who:

- (a) on behalf of Employer Group, performs, or assists in the performance of a function or activity involving the use or disclosure of Health Information, including, without limitation, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

- (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for Employer Group, where the provision of the service involves the disclosure of individually identifiable health information from Employer Group, or from another Service Provider of Employer Group, to the person.

"Health Information" shall mean any information, including demographic information collected from an individual, that: (a) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (c) is limited to information created or received by Employer Group or created or received by a Service Provider from or on behalf of Employer Group.

SECTION 2: COMPANY'S OBLIGATIONS

- 2.1 **Confidentiality of Health Information.** Company shall not use or further disclose Health Information other than as permitted or required by this Agreement or permitted or required by law. In addition to other disclosures permitted or required by this Agreement, Company may disclose Health Information: (a) to its directors, officers, agents and employees who are necessary or appropriate to perform the obligations required of Company related to the quoting and administration of stop-loss coverage; (b) to persons or organizations who have contracted with Company including, without limitation, any reinsurer, for purposes related to Company's quoting and administration of stop-loss coverage; or (c) to Service Provider or Employer Group.
- 2.2 **Safeguarding.** Company shall use appropriate safeguards to prevent use or disclosure of Health Information other than as provided for by this Agreement.

SECTION 3: TERMINATION

- 3.1 **Termination.** This Agreement shall terminate on the date the quote for stop-loss coverage expires and/or the stop-loss policy terminates.

SECTION 4: MISCELLANEOUS

- 4.1 **Amendment.** This Agreement may only be amended by consent in a writing signed by duly authorized representatives of both parties.
- 4.2 **Survival.** The respective rights and obligations of Company and Service Provider under this Agreement shall survive the termination of this Agreement.

- 4.3 **Authority.** Each party warrants and represents that the signatory to this Agreement for its organization is an individual with authority to legally bind such organization.
- 4.4 **Assignment.** Neither party may assign its rights or obligations under this Agreement without prior written consent from the other party, except that any party may assign its rights to an entity related to it by ownership or control.
- 4.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its principles of conflicts of law.
- 4.6 **Entire Contract.** This Agreement constitutes the entire contract between the parties relating to the subject matter of this Agreement. All prior agreements relating to the subject matter of this Agreement are hereby declared null and void.
- 4.7 **Third Parties.** No persons or entities other than the parties hereto are intended to be, or are in fact, beneficiaries of this Agreement.
- 4.8 **No Employer-Employee Relationships.** None of the terms of this Agreement shall be construed as creating an employer-employee relationship between the parties.
- 4.9 **Invalid Provision.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
- 4.10 **Waiver.** The waiver by either party of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein.
- 4.11 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be one and the same instrument.
- 4.12 **Notice.** All notices and other communications hereunder shall be in writing and given to a party at its address set forth on the signature page hereof. Each such notice or other communication shall be effective: (a) if given by mail, 72 hours after such communication is deposited in the mail with first class postage prepaid; or (b) upon delivery when delivered by any other means providing a written record of delivery.
- 4.13 **Headings.** The headings of the various sections and subsections of this Agreement are inserted merely for convenience and do not, expressly or by implication, limit or define or extend the specific terms of the section or subsection so designated.

SLG Benefits & Insurance, LLC on
behalf of QBE Insurance Corporation

Company: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____
