

## ATTACHMENT C

### RFP 6102 Z1

#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is between **The Segal Group, Inc.**, on behalf itself and its operating subsidiaries and affiliates, including Segal Consulting, (“Segal”) and \_\_\_\_\_

\_\_\_\_\_ ,  
on behalf of itself and all of its subsidiaries and affiliates, (“Bidder”) and is executed in connection with various bids, proposals or other replies (each a “Bid”) that Bidder intends to submit to Segal in response to various Request For Proposals/Requests for Information (each an “RFP”) issued by Segal on behalf of one or more of Segal’s clients (each a “Client”).

**WHEREAS**, in order to prepare its Bid, Bidder needs to receive certain plan information and data, which may include individually identifiable health information pertaining to a Client health plan participants and beneficiaries, (“Client Health Plan Information”) and certain Segal proprietary information consisting of the RFP questionnaire and specifications and any associated financial spreadsheets (the Client Health Plan Information, together with the other Segal proprietary information are collectively referred to as “Segal’s Proprietary Information”). For the avoidance of doubt, the term “individually identifiable health information” refers to any health information, including demographic information, that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2);

**WHEREAS**, in order to evaluate Bidder’s Bid, Segal may need to receive certain proprietary information from Bidder which may include, but not be limited to, provider-specific network allowances and reimbursement arrangements and other information designated by Bidder in writing as confidential and proprietary information of Bidder (“Bidder’s Proprietary Information”); and

**WHEREAS**, Segal’s Proprietary Information and Bidder’s Proprietary Information are collectively referred to as “Proprietary Information.”

**NOW THEREFORE**, in order to exchange Proprietary Information in connection with the RFP, the parties agree as follows:

1. Bidder will use Segal’s Proprietary Information only for the purpose of preparing its Bid and as otherwise permitted by paragraph 5 of this Agreement. Segal will use Bidder’s Proprietary Information only for the purpose of evaluating Bidder’s Bid and as otherwise permitted by paragraph 5 of this Agreement.
2. Bidder and Segal agree that only those individuals employed by them who have a need to know Proprietary Information to prepare or evaluate the Bid and have been made aware of the terms of this Agreement and agreed to abide by its terms will have access to Proprietary Information of the other party (“Bidder’s Representatives” and “Segal’s Representatives”).
3. Neither Bidder nor any Bidder Representatives will disclose Segal’s Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare the Bid and the recipient first executes a confidentiality agreement with provisions no less stringent than this one; or (b) required by law. Neither Segal nor any Segal Representatives will disclose Bidder’s Proprietary Information to any person or entity outside of Segal (other than Client),

unless such a disclosure is: (a) necessary to evaluate the Bid and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law.

4. Bidder and Segal agree to use commercially reasonable efforts to maintain the security of the Proprietary Information of the other party.
5. Each party will return the other party's Proprietary Information to the other party or destroy it upon completion of the RFP process if such return or destruction is feasible, except that Segal may retain an archival copy of Bidder's Proprietary Information for its file. If Bidder determines that return or destruction of some or all of Segal's Proprietary Information is not feasible, Bidder agrees to: (a) inform Segal, in writing, of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Bidder retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Bidder will report to Segal, in writing, any use and/or disclosure of individually identifiable health information that is not permitted by this Agreement.
7. Each party shall regard and preserve as confidential all of the other party's Proprietary Information that has been or may be obtained by such party during the course of the RFP, whether Bidder or Segal has such information in memory, or in writing or in other physical form. Neither party shall, without written authority from the other party, use for such party's benefit or purposes, either during the RFP process or thereafter, any Proprietary Information of the other party, except as necessary to respond to the RFP or evaluate the RFP response.
8. With respect to the RFP and the Proprietary Information exchanged in connection therewith, the obligations assumed by the parties in this Agreement shall continue beyond completion of the RFP process.
9. In certain instances, Segal may conduct the RFP process electronically through the use of a third party hosted Website. The host Website being used is owned by Proposal Technologies Network, Inc. ("Proposal Tech"). Proposal Tech and Segal have entered into a confidentiality agreement that protects the confidentiality of Segal's and Bidder's Proprietary Information, as well as Client's confidential information.
10. Bidder shall and does hereby agree to indemnify, defend and hold harmless Segal, Client and their respective officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that the other may incur or suffer and that result from, or are related to, any breach or failure of Bidder or Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.
11. Each party recognizes that any breach of the covenants contained in this Agreement would irreparably injure the other party and/or Client. Accordingly, the non-breaching party may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
12. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any

provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

13. This Agreement shall be binding upon Segal and Bidder and their respective successors, assigns, heirs, executors and administrators.
14. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made on and performed within the State of New York.
16. The written notices required by paragraphs 5 and 6 of this Agreement shall be sent by certified mail, return receipt requested, postage prepaid or by overnight air express mail service to: General Counsel, The Segal Group, Inc., 333 West 34<sup>th</sup> Street, New York, New York 10001.

Intending to be legally bound, the parties have executed this Agreement.

**THE SEGAL GROUP, INC.**

**BIDDER**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_