

DATA EXTRACT AND CONFIDENTIALITY AGREEMENT (Three-Party)

This Data Extract and Confidentiality Agreement (“**Agreement**”) is entered into by and among:

- the Company identified below (“**Receiving Party**”);
- the Group identified below (“**Group**”); and
- Regence BlueShield of Idaho, Inc. (“**Disclosing Party**”).

Each are sometimes individually referred to herein as a “**Party**” and collectively as “**Parties**.”

Group is a mutual client of both Receiving Party and Disclosing Party. Group has engaged Receiving Party to perform certain vendor services that require Disclosing Party to provide confidential and proprietary information (the “**Confidential Information**”) to the Receiving Party. Disclosing Party is willing to provide Confidential Information to Receiving Party provided that the Parties agree to the terms of this Agreement.

Group hereby: (i) requests that Disclosing Party provide the Confidential Information to Receiving Party and (ii) represents and warrants it has entered into a contractual arrangement and has executed necessary Business Associate Agreements with both Disclosing Party and Receiving Party.

DEFINITIONS

“**Confidential Information**” means all information provided by Disclosing Party, its Representatives, or affiliated entities (i.e., an entity controlling, controlled by, or under common control with a Party), to Receiving Party or its Representatives whether prior to, on, or after the date of this Agreement (whether in written, electronic, or oral form) including, but not limited to:

- Group member information, claims data, provider payment data, provider pricing data, pricing policies, rate tables, discount information, fee schedules, reimbursement data, and information about the Group, as well as any extracts, analyses, summaries, reviews, notes, and other materials that contain or are in any way derived from the same.
- Any disclosed personal information, which includes, but is not limited to, “**Protected Health Information**”, as defined in 45 CFR § 160.103.
- Confidential information of a third party that Disclosing Party is obligated to treat as confidential.

A Party’s obligations apply only to the extent Confidential Information is: (a) conspicuously marked “**confidential**” or similar designation; (b) identified by Disclosing Party as confidential before or promptly after disclosure; or (c) disclosed in a manner, or of a type, such that it should reasonably have been understood under the circumstances that the information is considered confidential or proprietary. Failure by Disclosing Party to mark information as “**confidential**” or with a similar designation will not be determinative of the protected, confidential, or proprietary character of the disclosed information.

“**Representatives**” means directors, officers, managers, employees, partners, downstream vendors, subcontractors, agents, consultants, advisors, and other authorized representatives.

“**Person**” means any natural person, corporation, limited liability company, partnership, trust, organization, association or other entity, including any government entity.

NONDISCLOSURE

Covenant of Non-Use and Nondisclosure. Receiving Party will hold the Confidential Information in confidence and will use the Confidential Information for the sole and limited purpose of providing services to the Group (the “**Purpose**”). The Disclosing Party shall provide only the minimum amount of Confidential Information necessary to accomplish the intended purpose.

Without limiting the foregoing, the Receiving Party will not, in whole or in part, use the Confidential Information in either aggregate or de-identified form: (i) for any other purpose other than the Purpose; (ii) to provide services to any other party; or (iii) for its own benefit to develop normative and benchmarking data, internal or external research, analysis and product development, without the prior written consent of Disclosing Party. Receiving Party also will not (1) resell Confidential Information; (2) de-aggregate Confidential Information to re-identify the Confidential Information; (3) comingle Confidential Information with non-Disclosing Party data unless Receiving Party receives prior approval from Disclosing Party; or (4) provide Confidential Information to its affiliated entities without prior written consent from Disclosing Party.

Receiving Party and Group will not disclose, reveal or communicate Confidential Information to any Person, directly or indirectly, by any means, without the prior written consent of Disclosing Party, except Receiving Party and Group may disclose Confidential Information on a need-to-know basis, to those of its Representatives of who are informed of the confidential nature of the Confidential Information and the obligations under this Agreement, and who have agreed to be bound by and comply with the provisions of this Agreement. Receiving Party and Group will cause its Representatives to comply with the provisions of this Agreement, and will be liable to Disclosing Party for any breach of this Agreement by its Representatives.

A Party may disclose the Confidential Information in accordance with a judicial or other governmental order, but only if prior to such disclosure the Party: (a) promptly notifies Disclosing Party in writing of the order to enable Disclosing Party to seek a protective order or other appropriate remedy; (b) provides reasonable assistance to Disclosing Party in obtaining such protective order, provided that any costs or expenses in connection with such protective order are paid by Disclosing Party; and (c) complies with any applicable protective or similar order.

Notification and Assistance Obligations. A Party will: (i) promptly notify Disclosing Party in writing of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement; and (ii) exercise reasonable efforts to assist Disclosing Party to retrieve any Confidential Information that was used or disclosed by a Party or its Representative(s) without the specific prior written authorization of Disclosing Party and to mitigate the harm caused by the unauthorized use or disclosure.

Destruction of Confidential Information. Upon termination of this Agreement or written request by Disclosing Party, a Party will: (i) promptly destroy all materials furnished by Disclosing Party containing Confidential Information, as well as all copies, extracts, analyses, summaries, reviews, notes, and other materials that contain or are in any way derived from Confidential Information and that are in the possession or under the control of a Party; and (ii) certify in writing to Disclosing Party that all materials have been destroyed.

SUBSTANCE USE DISORDER INFORMATION

Disclosure of Information. The Parties acknowledge that information subject to the Part 2 Rule (as defined below) may be exchanged under the terms of this Agreement or any underlying agreement between the Parties. To the extent information subject to the Part 2 Rule is exchanged, this section addresses the Parties’ obligations with respect to such information.

Definitions. For purposes of this section:

- **“Part 2 Rule”** means the Confidentiality of Substance Use Disorder Patient Records Rule (42 C.F.R Part 2).
- **“Patient Identifying Information”** means information that (a) would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder, such as indicated through standard medical codes, description language, or both, and (b) subject to the Part 2 Rule, limited to the Patient Identifying Information that Receiving Party receives from Disclosing Party or on behalf of the Group.

Receiving Party Obligations. Receiving Party shall:

- Comply with the requirements of the Part 2 Rule with respect to all Patient Identifying Information it receives;
- Implement appropriate safeguards to prevent unauthorized uses and disclosures of Patient Identifying Information, such safeguards will comply with 42 C.F.R. § 2.16;
- Report any unauthorized use, disclosure, or breach of Patient Identifying Information in the manner required by the Notification and Assistance Obligations section above;
- Refrain from redisclosing Patient Identifying Information to any person or entity other than the Lawful Holder as defined under the Part 2 Rule, unless such redisclosure is permitted by an applicable provision of the Part 2 Rule, or guidance provided by the Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services; and
- Use Patient Identifying Information for the payment and health care operations activities Receiving Party performs under the terms of this Agreement and for no other purpose, unless such use is permitted by an applicable provision of the Part 2 Rule.

Disclosing Party Obligations. Disclosing Party shall:

- Make commercially reasonable efforts to require Part 2 Programs (as that term is defined in the Part 2 Rule) to notify Receiving Party of any Patient Identifying Information the Part 2 Program discloses directly to Receiving Party in accordance with the terms of this Agreement and
- Notify Receiving Party of any Patient Identifying Information Disclosing Party discloses to Receiving Party;
- Disclose to Receiving Party only the minimum Patient Identifying Information necessary for Receiving Party to perform its duties under this Agreement or any underlying Agreement between the Parties.

INDEMNIFICATION

Receiving Party will defend and indemnify Disclosing Party, its Representatives, and affiliated entities for, from, and against any and all claims, loss, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney’s fees, resulting from or arising out of a breach of this Agreement by Receiving Party or by Receiving Party’s Representatives.

The Group will hold harmless Disclosing Party, its Representatives, and affiliated entities for, from, and against any and all claims, loss, actions, proceedings, damages, liabilities, and expenses of every kind, whether

known or unknown, including but not limited to reasonable attorney’s fees, resulting from or arising out of a breach of this Agreement by Receiving Party or by Receiving Party’s Representatives.

EQUITABLE RELIEF

The Parties acknowledge that the remedies available at law for any breach of this Agreement may, by their nature, be inadequate. Accordingly, without prejudicing any other remedies that may be available to it, Disclosing Party may seek injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

GENERAL

Term and Termination. This Agreement will terminate upon written notice by any Party to the other Parties. Notwithstanding any provision herein: (i) the rights and obligations of the Parties with respect to Confidential Information disclosed prior to the effective date of termination will survive the termination of this Agreement; and (ii) the obligations regarding the destruction of Confidential Information will remain in effect until satisfied.

No Representations or Warranties. No representation or warranty, express or implied, is made as to the accuracy or completeness of any information that is provided hereunder.

Ownership of Confidential Information. Neither this Agreement nor any exchange of information hereunder by the Disclosing Party will be construed as creating, conveying, transferring, granting or conferring upon any other Party any rights, license, or authority in or to the information exchanged or otherwise.

Recordkeeping and Audit Rights. The Receiving Party shall maintain complete and accurate records relating to the obligations under this Agreement, including but not limited to information, materials, records, or procedures related to (i) access, use, or transfer of Confidential Information; (ii) security measures related to the use, receipt, transfer, storage, maintenance, or disposal of Confidential Information; or (iii) any unauthorized disclosure or access, or compromise of Confidential Information. No more than once a year, upon 15 days’ notice, Disclosing Party shall be allowed to inspect, to audit, and to make copies of such records and interview Receiving Party Personnel to ensure compliance with the Agreement and Receiving Party’s obligations under this Agreement. Notwithstanding the above, the parties agree that Disclosing Party may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of breaches of this Agreement or Receiving Party’s obligations under this Agreement, or any unauthorized disclosure or access, or compromises of Confidential Information. Disclosing Party will pay the cost of audit unless the audit involved identifies, as it relates to Confidential Information, any failure to perform under this Agreement, breach of this Agreement, or negligence or willful misconduct by Receiving Party; for those circumstances, Receiving Party shall pay the cost of the audit. Notwithstanding the foregoing, the audit shall be limited to the Purpose and the Agreement, and the Disclosing Party shall not be entitled to audit information unrelated to the Purpose or the Agreement.

No Agency Relationship. This Agreement does not create an agency relationship between the Parties and does not establish a joint venture or partnership between the Parties. Neither party has the authority to bind the other Party or represent to any Person that the Party is an agent of the other Party.

Change of Ownership. Receiving Party must notify Disclosing Party immediately, but no later than 30 days, following a change of ownership or control, whether direct or indirect, of the Receiving Party.

Waivers and Consents. No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. Any written consent of Disclosing Party required pursuant to this Agreement may be withheld in the sole discretion of Disclosing Party.

Notices. All notices or other communications required or permitted by this Agreement: (i) must be in writing; (ii) must be delivered to the Parties at the addresses set forth below, or any other address that a Party may designate by notice to the other Party; and (iii) are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

Governing Law and Venue. This Agreement is governed by the laws of the State of Idaho, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Unless waived by the Parties, the exclusive jurisdiction and venue for any action arising out of or relating to the subject matter of this Agreement shall be the state and federal courts located in Ada County, Idaho, and the Parties hereby submit to the personal jurisdiction of such courts.

Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, the prevailing Party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing Party's reasonable attorney's fees and other fees, costs, and expenses of every kind.

Construction. This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement will be binding on the Parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. The Parties do not intend to confer any right or remedy on any third party. This Agreement may be amended only by a written document signed by all the Parties. This Agreement is not assignable or transferable without the prior written consent of the other Party. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each Party has signed the counterpart.

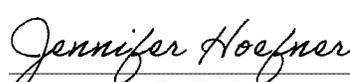
This Agreement shall be effective on the last signature date set forth below (the "Effective Date").

Regence BlueShield of Idaho, Inc.

By: 
Printed Name: Trish Quarles
Its: VP of Sales
Address: Regence BlueShield of Idaho, Inc.
c/o Cambia Health Solutions, Inc., Legal Department
200 SW Market Street, 11th Floor
Portland, OR 97201

Date: 9/29/2025

Company: Payer Matrix, LLC

By: 
Printed Name: Jennifer Hoefner
Its: CEO
Address: 1400 N. Providence Rd, suite 5000
Media, PA 19063

Date: 9/29/25

Group: Kootenai County

By: _____
Printed Name: _____
Its: _____
Address: _____

Date: _____