

Exhibit C - NON-DISCLOSURE AGREEMENT

Statement of Confidentiality

Between

WASHINGTON STATE HEALTH CARE AUTHORITY (HCA)

And

[Insert Vendor's Legal Name and remove brackets: EXAMPLE: ABC COMPANY]

Vendor's Employee Name and/or Subcontractor or Subcontractor's Employee Name:

(Please Print)

[Insert Company Legal Name AND remove brackets] will have access to the following private and confidential information for the purpose of submitting a response to Request for Proposals (RFP) 3872:

- A summary of medical plus pharmacy utilization and cost experience and historical enrollment by county from the self-insured PEBB Program Uniform Medical Plan (UMP) Classic—Medicare, provided by Regence BlueShield, the UMP Third Party Administrator; Moda, the UMP Pharmacy Benefit Manager; and prepared by Milliman, HCA's contracted actuary for this program.
- A subset of pharmacy utilization data from the self-insured PEBB Program Uniform Medical Plan (UMP) Classic—Medicare provided by Moda, the UMP Pharmacy Benefit Manager; and prepared by Milliman, HCA's contracted actuary for this program.

This data is to be used strictly for the purposes of submitting a response to RFP 3872, Public and School Retirees Medicare Advantage plus Prescription Drug (MA-PD). This information is confidential and private and Vendor is responsible for maintaining this confidentiality and privacy. Before Vendor is allowed access to this information, Vendor is required to sign this statement.

Please note that the experience and enrollment summary data and pharmacy utilization data are aggregate data provided from one of the PEBB Program Health Plans offered to Retirees, and do not encompass a complete picture of the populations to be served under this RFP. HCA is not liable in any way to any bidder with respect to the data conveyed by HCA to the bidders under this RFP.

Confidentiality/Safeguarding Of Information -- The Vendor shall not use or disclose this information for any purpose not directly connected with the response to RFP 3872, except with prior written consent of HCA, or as may be required by law.

Privacy -- This information shall be used solely for the purposes of this RFP. Vendor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons this information without the express written consent of the HCA or as provided by law. Vendor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to this information.

The HCA reserves the right to monitor, to audit, or investigate the use of this information. The monitoring, auditing or investigating may include but is not limited to "salting" by the HCA. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in actions to be determined by the HCA, and the demand for return of all information. The Vendor agrees to indemnify and hold harmless the HCA for any damages related to the Vendor's unauthorized use of this information.

Signature of Employee/Subcontractor

Date