**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (“Agreement”), effective as of January 1, 2021, is made by and between [CLIENT NAME] (“Customer”) and Blue Cross of California d/b/a Anthem Blue Cross (“Anthem”).

**RECITALS**

 **WHEREAS**, Anthem has entered into that certain Systemwide Agreement (“SWA”) with Sutter Health (“Sutter”), wherein Sutter agrees to arrange for the provision of certain health care services at negotiated payment rates;

 **WHEREAS**, in order to access the negotiated rates set forth in the SWA, the SWA requires that Anthem self-funded customers acknowledge that they have reviewed and will abide by provisions of the SWA applicable to such customers;

 **WHEREAS**, in order for Customer to determine if it will agree to abide by the applicable provisions of the SWA, Anthem has agreed to provide a copy of the SWA to Customer; and

 **WHEREAS**, Section 6.09.4 of the SWA provides that Anthem must obtain a written agreement from Customer to keep the SWA confidential before disclosing the SWA.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Customer hereby agrees that it shall not disclose the SWA, and any materials, discussions, or other communications concerning the SWA (collectively, “Confidential Information”), to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know”, and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Customer becomes aware of any disclosure or use not in compliance with this Agreement, Customer shall notify Anthem in writing within three (3) business days. Customer shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Section 1.  Upon the request of Anthem, Customer shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Section 1.
2. Customer's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Customer or a third party; (b) is independently developed by Customer without the aid, application or use of Confidential Information; or (c) was received by Customer on a non-confidential basis prior to receipt from Anthem or from a third-party lawfully possessing and lawfully entitled to disclose such information.
3. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Customer, is otherwise required by law, provided that in either circumstance: (i) Customer shall furnish Anthem with a copy of the demand, summons, subpoena or other legal process to compel such disclosure; (ii) Customer shall give Anthem reasonable prior notice of its intention to disclose Confidential Information in order to allow Anthem an opportunity to seek appropriate protection; and (iii) Customer shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
4. This Agreement shall become effective on the date first above written and continue until terminated by mutual written consent of both parties.

Each party warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**Customer** **Anthem**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] Blue Cross of California d/b/a Anthem Blue Cross

By: By:

Name: Name:

Title: Title: