

## AUTHORIZATION TO RELEASE INFORMATION

This Authorization to Release Information (“Authorization”) is entered into on April 23, 2020 (“Effective Date”), among County of Hidalgo, a corporation having a principal place of business at 2818 S. Business Hwy 281, Edinburg, TX 78539 (“Client”), Vera Whole Health, WA, PC and Vera Whole Health, Inc, (collectively, “Third Party”) having a principal place of business at 1511 Sixth Ave, Suite 260, Seattle, WA 98101, and Aetna Life Insurance Company, a Connecticut corporation having a principal place of business at 151 Farmington Ave., Hartford, CT 06156, on behalf of itself and its affiliates (“Aetna”).

WHEREAS, Third Party provides Advanced Primary Care and management services or other services to Client in connection with Client’s health benefits plan (“Plan”) pursuant to a separate agreement;

WHEREAS, Client has entered into an agreement with Aetna for insurance or claims administration services;

WHEREAS, Client wishes to direct Aetna to disclose certain data, described below, to Third Party pursuant to Client’s agreement with such Third Party.

NOW THEREFORE, the parties agree as follows:

1. Direction. Client hereby directs Aetna, and Aetna agrees, to disclose information relating to the Plan, specifically, any date required to perform advanced primary care services and management services including employee identifiable data and medical and pharmacy data. (the “Information”), which includes protected health information as defined by the Health Insurance Portability and Accountability Act (“HIPAA”), as amended.

2. Relationship of the Parties. Client understands and agrees that neither Third Party nor Aetna are a business associate of or subcontractor to the other. Client agrees that it is solely Client’s responsibility to obtain any and all necessary agreements with Third Party and Aetna to protect the privacy and security of the Information in accordance with all applicable laws, including but not limited to the “plan sponsor disclosure” rules of the HIPAA Privacy Regulations (45 C.F.R. 164.504(f)), as applicable. As such, Client warrants that it has entered or it intends to enter into all required agreements, including but not limited to business associate agreements, as applicable, with Third Party and with Aetna, governing and protecting the Information. The parties agree to abide by the terms of all required agreements as set forth in this paragraph. Client acknowledges that Aetna is facilitating the transfer of the Information to Third Party only at Client’s request and that Aetna accepts no liability from honoring Client’s request.

3. Proprietary Information. Third Party understands and agrees that the Information may include Aetna-identifiable business proprietary data, rates, fees, provider discount or payment information (“Aetna Business Proprietary Information”). Third Party shall not disclose Aetna Business Proprietary Information to any third party without Aetna’s prior written consent and not until each third-party recipient has executed a confidentiality agreement reasonably satisfactory to Aetna.

4. Indemnification. To the extent permitted under the law, the parties agree, each party agrees to hold harmless, release and indemnify the other parties (including subsidiaries, directors, officers, employees and agents) from and against any and all claims, damages, losses, lawsuits, settlements, judgments, penalties and expenses (including reasonable attorneys’ fees) directly related to that party’s breach of this Authorization.

5. Applicability. The terms of this Authorization also apply to any and all future written requests by Client directing Aetna to disclose certain data to Third Party.

6. General. This Authorization shall be governed by the laws of the state of Texas. Any notice required or permitted to be given hereunder shall, except where specifically provided otherwise, be given in writing by personal

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delivery, certified mail, or overnight delivery to the address set forth above for such party, and the date upon which such notice is received shall be deemed to be the date of such notice, irrespective of the date appearing thereon. Notices to Aetna shall be sent to the attention of the Privacy Office.

IN WITNESS WHEREOF, the parties agree to the terms of this Authorization, effective as of the date set forth above.

COUNTY OF HIDALGO

VERA WHOLE HEALTH

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Print Name: April Daugherty

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

Title: Dir. of Compliance

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

Date: 4/23/20

AETNA LIFE INSURANCE COMPANY

*Tracey Scraba*

By: \_\_\_\_\_

Print Name: Tracey Scraba

Title: VP and Chief Privacy Officer

Date: April 23, 2020