

Hold Harmless and Indemnification Agreement

among

Aetna Life Insurance Company, on behalf of itself and its affiliates
("Aetna")

and

Williamson County

("Purchaser")

and

United Health Care Services, Inc. for itself and its affiliated

("New Administrator")

WHEREAS, effective January 1, 2018, New Administrator will replace Aetna as the
DATE
administrative service provider for certain health benefit plans of Purchaser;

WHEREAS, Purchaser requests that Aetna release and transfer certain personal claim and benefit information in the nature of coinsurance, deductible, visits counted towards annual or lifetime limits, patient management information such as approved referrals and pre-certifications, and annual and lifetime maximum levels met for each Plan participant ("Information") with respect to claims processed by Aetna under the Plans which are to be administered by New Administrator;

WHEREAS, Purchaser and New Administrator understand and acknowledge that the Information may be highly confidential.

NOW, THEREFORE, intending to be legally bound hereby, for good and sufficient consideration, Purchaser and New Administrator agree as follows:

1. New Administrator shall (i) use the Information only for the purpose of fulfilling its contractual obligations under its agreement with Purchaser; (ii) disclose Information to Purchaser only as may be necessary in connection with such contractual obligations and permitted by applicable law; (iii) maintain the confidentiality of the Information in compliance with applicable law; and (iv) refrain from disclosing any Information to any other party except to the extent such disclosure is required by law.
2. Purchaser and New Administrator shall take all reasonable precautions to ensure that all information obtained from Aetna is disclosed only to employees of New Administrator who have a need to know such information for a purpose, and subject to the limitations described in paragraph 1 above.
3. New Administrator shall not re-disclose the information except as provided in paragraph 1 or with the express written consent of the person to whom such information pertains.
4. New Administrator shall ensure that the transmission, handling, storage, use and eventual elimination of this data will preserve patient privacy and the confidentiality of the data.
5. New Administrator acknowledges that the Information is based upon information available in Aetna's systems as of the date of transfer. Aetna makes no representation or warranty, express or implied, with respect to the information, including but not limited to any representation or warranty as to the accuracy or completeness of the information, the compatibility of the information with new administrator's hardware, software and systems, or any representation or warranty of merchantability or fitness for any particular purpose.

6. Purchaser agrees to defend, hold harmless, release and indemnify Aetna, its subsidiaries, affiliates, directors, officers, employees and agents against any and all claims, damages, losses, lawsuits, settlements, judgments, cost penalties and expenses (including reasonable attorneys' fees) arising from or related to the release of the Information by Aetna to New Administrator at the request of Purchaser under this Agreement.
7. New Administrator agrees to defend, hold harmless, release and indemnify Aetna, its subsidiaries, affiliates, directors, officers, employees and agents against any and all claims, damages, losses, lawsuits, settlements, judgments, cost penalties and expenses (including reasonable attorneys' fees) arising from or related to the failure of New Administrator or its employees or agents to use the Information for the purpose for which it was released or to maintain the confidentiality of any information supplied pursuant to this Agreement.
8. Purchaser and New Administrator acknowledge and agree that the confidentiality of the information to be disclosed under this Agreement follows the individuals to whom the information pertains, and therefore, that the rights and obligations set forth in this Agreement shall survive the expiration of any contractual relationships between or among Purchaser, New Administrator and Aetna.

IN WITNESS WHEREOF, Purchaser, New Administrator and Aetna have caused this Agreement to be executed by their duly authorized representatives.

Aetna Life Insurance Company ("Aetna")

By: Aaron Guice
Name: Aaron Guice
Title: Account Manager

Williamson County
("Purchaser")

By: [Signature]
Name: Dan A. Gattis
Title: Williamson County Judge

United Health Care Services, Inc.
("New Administrator")

By: Diane M. Hayes
Name: Diane M. Hayes
Title: NDA Specialist