



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/26/2026

File ID: TMP-6607

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Confidentiality and Nondisclosure Agreement between Premise Health Employer Solutions, LLC., Blue Cross Blue Shield of Alabama, Deerwalk, Inc., d/b/a Cedar Gate Technologies and the City of Huntsville.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

Premise Health partners with Cedar Gate for claims data warehousing, and are **only** adding Cedar Gate as a recipient of the data feeds from BCBSAL. Premise Health accesses the claims data through Cedar Gate. This process was done formerly with Springbuk.

RESOLUTION NO. 26- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into a Confidentiality and Nondisclosure Agreement between Premise Health Employer Solutions, LLC., Blue Cross Blue Shield of Alabama, Deerwalk, Inc., d/b/a Cedar Gate Technologies, which said agreement is substantially in words and figures the same as that certain document attached hereto and identified as a “Confidentiality and Disclosure Agreement”, consisting of three (3) pages, and the footer of BCBSAL Revision1222011, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 26th day of February, 2026.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the 26th day of February, 2026.

Mayor of the City of Huntsville, Alabama

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is made and entered into this 21st ___ day of January, 2026, (“Effective Date”) by and between **Blue Cross and Blue Shield of Alabama** having its principal place of business at 450 Riverchase Parkway East, Birmingham, Alabama 35244, **City of Huntsville** having its principal place of business at 305 Fountain Ci. Huntsville, AL 35081, **Premise Health Employer Solutions LLC**, having its principal place of business at 5500 Maryland Way Ste 120 Brentwood, TN 37027, and **Deerwalk, Inc. d/b/a Cedar Gate Technologies** having its principal place of business at _____ (each a “Party” and together the “Parties”).

WHEREAS, one or more of the Parties wish to receive certain Confidential Information (as defined below) from the other for the purpose of plan administration

WHEREAS, one or more of the Parties will disclose (each a “Disclosing Party”) Confidential Information to the other Party (each a “Receiving Party”), subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Parties agree as follows:

- 1. Definition of Confidential Information.** The Confidential Information that the Disclosing Party is supplying to the Receiving Party under this Agreement is described generally as information relating to the Disclosing Party’s business processes, services, ideas, systems, clinical programs, pricing, accounting and other financial information, insurance, associate relations and other human resource information, marketing and merchandising information including current and future product information, and general proprietary business information (“Confidential Information”).
- 2. Use of Confidential Information.** The Receiving Party may use and disclose Confidential Information only for the purpose described herein, and only as necessary to perform its services relating thereto. The Receiving Party further agrees not to use Confidential Information for any purpose, except that set forth above. Further, the Receiving Party shall not, either directly or indirectly, disclose, use or reproduce Confidential Information without prior written authorization from the Disclosing Party.
- 3. Duty to Protect.** Except as provided in section 5 below, the Receiving Party shall have a duty to protect Confidential Information that is (a) marked or accompanied by documents clearly and conspicuously designated as “confidential” or “proprietary”; (b) identified orally or in writing by the Disclosing Party as confidential before, during or promptly after the presentation or communication; or (c) is not generally known in the industry in which the Disclosing Party is or may become engaged and which would reasonably be considered confidential and/or proprietary.
- 4. Standard of Care.** The Receiving Party shall protect the Disclosing Party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as the Receiving Party normally uses in the protection of its own confidential and proprietary information. The Receiving Party shall use this standard of care to prevent the unauthorized use, disclosure, dissemination, or publication of the Disclosing Party’s Confidential Information.
- 5. Exclusions.** The restrictions set forth shall not apply with respect to Confidential Information that: (a) is already available to the public; (b) becomes available to the public through no fault or breach of the Receiving Party, its officers, agents or associates; (c) is independently developed by the Receiving Party without breach of this Agreement; (d) is rightfully received by the Receiving Party from a third party without a duty of confidentiality or other restriction on disclosure; (e) is disclosed by the Receiving Party with the Disclosing Party’s prior written approval; (f) is required to be disclosed pursuant to law; or (g) is Protected Health Information, as defined in 45 C.F.R. § 160.103, (“PHI”), provided to the Disclosing Party, either directly or indirectly, by a Covered Entity, as defined in 45 C.F.R. § 160.103, where the Receiving Party is a Business Associate, as defined in 45 C.F.R. § 160.103, of such Covered Entity and there is a Business Associate Agreement in place for the protection of such PHI. If a Receiving Party is required by a government body or court of law to disclose Confidential Information, the Receiving Party agrees to give the Disclosing Party reasonable advance notice so that the Disclosing Party may contest the disclosure or seek a protective

order, subject to applicable confidentiality constraints imposed by such government body or court of law or applicable law. The Receiving Party shall thereafter be entitled to disclose Confidential Information to the extent required by law.

6. Proprietary Interest. None of the Parties acquire any rights in the other Party's Confidential Information under this Agreement except the limited rights necessary to carry out the purposes set forth in this Agreement. This Agreement grants no license by either Party to the other, either directly or by implication, estoppel or otherwise. This Agreement is not intended, nor shall it be construed, to confer any right upon any person or entity not a Party to this Agreement.

7. Warranty. Each Disclosing Party warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."**

8. Term and Termination. This Agreement shall become effective as of the Effective Date and terminate (a) upon ten (10) days written notice from one party to the other, with or without cause; or (b) automatically at the conclusion of the Parties' relationship. Termination of this Agreement shall not relieve the Receiving Party of any of the obligations set forth in this Agreement with respect to the Disclosing Party's Confidential Information. Immediately upon termination of this Agreement or upon written request of the Disclosing Party at any time and for any reason, the Receiving Party shall, if feasible, return to the Disclosing Party all of its Confidential Information in the Receiving Party's possession, including but not limited to, all records, memoranda, drawings, blueprints, manuals, letters, notes, notebooks, reports and other materials containing such Confidential Information, whether created by the Disclosing Party or the Receiving Party, along with all copies, or, if requested, the Receiving Party shall certify in writing that all such Confidential Information has been destroyed. If return or destruction of information is not feasible, the Receiving Party shall continue to maintain information as confidential as is required by this agreement.

9. Miscellaneous.

a. The Parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, without regard to the internal law of Alabama regarding conflict of laws. **The Parties acknowledge that they have read and understand this clause and agree willingly to its terms.**

b. Neither Party has an obligation under this Agreement to purchase any service or item from the other Party. Neither Party has an obligation under this Agreement to commercially offer any products using or incorporating Confidential Information.

c. Each Party acknowledges that damages for improper use or disclosure of Confidential Information shall be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

d. All additions or modifications to this Agreement must be made in writing and signed by both Parties. This Agreement does not create any agency or partnership relationship. This Agreement is not assignable or transferable without the prior written consent of the other Party. This Agreement applies to all successors in interest.

e. This document contains the entire agreement between the Parties as to the Confidential Information and supersedes any previous or contemporaneous understandings, commitments, or agreements, whether written or oral, as to such Confidential Information.

f. All duties and obligations set forth in this Agreement apply equally to all officers, directors, associates, employees, agents, and representatives of the Parties. The Receiving Party agrees that all Confidential Information will only be made known to employees of the Receiving Party who have a need to know such Confidential Information.

g. This Agreement may be executed in counterparts and transmitted by facsimile.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF HUNTSVILLE _____

BLUE CROSS AND BLUE SHIELD OF ALABAMA

By: _____
(Officer of Company)

By: _____
(Officer of Company)

Printed Name: _____

Printed Name: _____

Title: _____

Title: Vice President - Sales

**PREMISE HEALTH EMPLOYER SOLUTIONS
LLC.** _____

**DEERWALK, INC. D/B/A
CEDAR GATE TECHNOLOGIES**

DocuSigned by:
By: William D Wright
5A007E0F72441F
(Officer of Company)

By: _____
(Officer of Company)

Printed Name: William D. Wright

Printed Name: _____

Title: General Counsel/Secretary

Title: _____

President of the City Council of the City of
Huntsville, Alabama
Date: _____