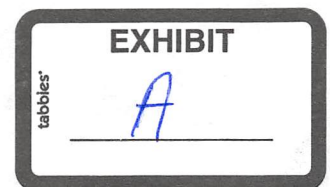

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT BETWEEN
BUCKEYE COMMUNITY HEALTH PLAN, INC., CENTENE CORPORATION,
ENVOLVE PHARMACY SOLUTIONS, INC., OHIO DEPARTMENT OF MEDICAID,
LISTON AND DEAS, PLLC, BRENNAN MANNA DIAMOND, LLC, and COHEN
MILSTEIN SELLERS & TOLL, PLLC**

Buckeye Community Health Plan, Inc. dba Buckeye Health Plan, Centene Corporation, and Envolve Pharmacy Solutions, Inc. (collectively "Disclosers") enter into this Confidentiality and Nondisclosure Agreement with the Ohio Department of Medicaid, Liston and Deas, PLLC, Brennan Manna Diamond, LLC, Cohen Milstein Sellers & Toll, PLLC, (collectively "Recipients") as follows:

BACKGROUND

By correspondence dated July 22, 2019, the Ohio Department of Medicaid ("ODM") requested certain documents, information, and data ("Materials") from Buckeye Health Plan pursuant to the Provider Agreement existing between ODM and Buckeye Health Plan. ODM stated in the correspondence that, once produced, the Materials would be tendered to outside counsel for ODM and the State of Ohio, for analysis of pharmacy benefit management services rendered for or on behalf of Buckeye Health Plan members and ODM (the "Purpose"). Although Recipients do not concede that the Materials are proprietary or confidential, Disclosers contend that the Materials contain proprietary and highly sensitive confidential and trade secret business information the disclosure of which would adversely affect Disclosers' business interests and property rights, and in order to facilitate the cooperative exchange of materials between Disclosers and Recipients, the parties agree as follows:



AGREEMENT

1. During the course of Disclosers' production of Materials, they may disclose to Recipients certain information that Disclosers deem proprietary or confidential, including, but not limited to, medical records, pharmacy records, materials relating to claims handling, proprietary internal material relating to network development, proprietary internal material relating to provider data, proprietary internal material relating to corporate strategy, proprietary internal material relating to pricing, material containing personally identifiable information, and protected health information ("PHI") covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and other similar protections of sensitive medical and personally identifiable information (PII). The Materials shall be deemed confidential and proprietary and subject to restricted use and distribution as provided herein if plainly marked "confidential" or "proprietary," or marked with language of similar meaning, or otherwise disclosed under circumstances that reasonably suggests the confidential nature of the Materials, whether provided in written, encoded, graphic, photographic, or other tangible form, including any electronic or magnetic form. Designation of Materials as "confidential" or "proprietary" shall be based on a good faith belief that such Materials meet the definition of confidential or proprietary commercial, PHI or PII under Ohio law.
2. With respect to the Materials disclosed by Disclosers to Recipients, Recipients shall:
 - a) promptly and securely store the Materials, hold the Materials in confidence, and protect them with the same degree of care with which Recipients protect their own Materials of like importance (but in no event less than reasonable care) to protect against unauthorized disclosure of and preserve the confidentiality of the Materials under the terms of this Agreement;

- b) use the Materials only for the Purpose (except as may otherwise be provided by written agreement);
 - c) except for anticipated use consistent with the Purpose, not copy or otherwise duplicate the Materials, or knowingly allow their copying or duplication, without Disclosers' prior written approval;
 - d) restrict disclosure of the Materials to those employees, contractors and consultants of Recipients with a need to know and who shall be notified of, and required to comply with, this Agreement by contract, employee policies, work rules, or other appropriate methods, and who will not disclose the Materials to any third party;
 - e) guarantee performance of this Agreement by each of Recipients' employees, owners, officers, directors, parents, subsidiaries, and affiliated legal entities, contractors, subcontractors, agents, advisors, investment bankers, attorneys, accountants, consultants, and all other representatives;
 - f) promptly and informatively notify Disclosers in the event Recipients appear likely to be required to disclose, or in the opinion of its counsel should disclose, according to law, regulation, or judicial, administrative or governmental proceeding, any of the Materials, so that Disclosers, at their expense, may seek a protective order or other appropriate remedy with respect to such anticipated disclosure;
 - g) inform and keep informed Disclosers of any unauthorized disclosure of any of the Materials by any person at any time that comes to the knowledge or attention of Recipients.
3. Recipients have no obligation to preserve the confidential or proprietary nature of Materials that: are already known to Recipients through legal means, as evidenced by a writing dated

prior to disclosure, are or become generally known to the public at large, are not in violation of this Agreement, and are not otherwise required to be kept confidential.

ACCEPTED AND AGREED TO:

**BUCKEYE COMMUNITY HEALTH
PLAN, INC. DBA BUCKEYE HEALTH
PLAN**

By: _____

Title: _____

Date: _____

**ENVOLVE PHARMACY
SOLUTIONS, INC.**

By: _____

Title: _____

Date: _____

CENTENE CORPORATION

By: _____

Title: _____

Date: _____

LISTON & DEAS, PLLC

By: W. Joanna Deas

Title: Partner

Date: 9/20/19

BRENNAN MANNA DIAMOND, LLC

By: Ronald W. Cassi

Title: Member

Date: 9/20/19

**COHEN MILSTEIN SELLERS &
TOLL, PLLC**

By: Ally Steel

Title: Partner

Date: 9/23/19

OHIO DEPARTMENT OF MEDICAID

By: Ch G

Title: Director

Date: 9-30-19