

NON DISCLOSURE AGREEMENT

This NON DISCLOSURE AGREEMENT ("Agreement") is entered into by and between City of Vicksburg ("Employer"), Southern Health Network, Inc., a Delaware corporation d/b/a Vigilant Health ("Vendor") and UMR, Inc. for itself and its affiliated and associated companies ("UMR") and will be effective on 3/13/2018. Employer, Vendor and UMR may individually be referred to herein as a "Party" and may jointly be referred to together as the "Parties." These parties acknowledge and agree as follows:

Purpose: Employer and UMR entered into an administrative services agreement under which UMR provides claims administration and other services for Employer's employee welfare benefit plan ("Plan"). Employer has retained Vendor to provide care management and disease management services, population health and onsite clinic services pertaining to the Plan ("Services").

Confidential Information: Employer has requested that UMR disclose to Vendor certain documents, statistical information and other information (including internal audit reports) which are commercially valuable, confidential, proprietary, or trade secret ("Proprietary Information") and also materials which may contain confidential health information as defined under 45 C.F.R. Part 160 ("Confidential Health Information"). For further clarification, Proprietary Information shall include, but not necessarily be limited to UMR's contract reimbursement terms including data related to allowable/covered, discount amounts or derivations thereof. Proprietary Information shall include financial provisions related to UMR's contracted healthcare (and pharmacy) providers ("Providers") and claims data from which those financial provisions can be derived. Proprietary Information and Confidential Health Information shall collectively be referred to in this Agreement as "Confidential Information". UMR has agreed to disclose certain Confidential Information subject to the terms of this Agreement. Disclosure of the Confidential Information is at the sole discretion of UMR, and UMR's consent to supply and allow Vendor to use the Confidential Information now or in the future can be withdrawn at any time with reasonable notice to Vendor.

Confidential Information disclosed by UMR to Vendor in connection with the Services shall be used by Vendor only as permitted by this Agreement. The Parties agree that UMR has the right to review the terms of this Agreement at least once every year to ensure that the terms of data sharing do not conflict with UMR's internal data release policies, which may change from time to time, and the Parties will reasonably work to address any issues.

Confidential Information shall not include information: (i) generally available to the public prior to or during the time of the Services through authorized disclosure; (ii) obtained from a Third Party (defined as any entity not a Party to this Agreement) who is under no obligation to UMR not to disclose such information; (iii) in the Vendor's possession or knowledge at the time of disclosure and was not acquired directly or indirectly from UMR; or (iv) Confidential Information which is limited to net paid amounts, copay amounts, deductible amounts, and coinsurance amounts in an aggregate, de-identified format, including by provider, member and carrier de-identified format.

To the extent Employer requests Confidential Health Information be shared with Vendor, Vendor represents and warrants it has entered into any and all legally required agreements with Employer to ensure proper protection of the Confidential Health Information, as required under applicable law and regulations including but not limited to the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

Systems Access: If UMR grants Vendor the right to access the benefit administration systems that UMR makes available to facilitate the transfer of Confidential Information ("Systems") the following conditions apply. The Systems, and any documentation with respect to the Systems, shall be treated as Proprietary Information as defined in this Agreement and subject to the same confidentiality restrictions contained herein. This right is nonexclusive and nontransferable, and all rights, title and interest in the Systems remain UMR's. Vendor shall not share, lease or otherwise transfer its right to access and use the Systems to any other person or entity.

In accessing and using the Systems, Vendor shall use commercially reasonable security measures, including measures to protect: (a) the confidentiality of user identification and passwords and (b) data accessed through the Systems from unauthorized access or damage, including damage by computer viruses. Vendor also agrees to comply with UMR's security measures of which UMR notifies Vendor. Vendor will contact UMR immediately if (a) any

breach of the security procedures is suspected or has occurred and/or (b) an employee no longer needs Systems access due to termination of employment, or otherwise, so that UMR may deactivate the employee's identification number or password.

UMR reserves the right to terminate Vendor's Systems access at any time. Systems access will automatically terminate on the date Vendor's business relationship with Employer ends. Upon termination of Systems access, Vendor will cease all use of the Systems.

Electronic Transmission: If Vendor receives the Confidential Information from UMR via electronic means such as FTP transmission, Vendor shall use reasonable physical and software-based security measures, commonly used in the electronic data interchange field, to protect Confidential Information sent to, or received from, UMR. Vendor shall implement and comply with, and shall not attempt to circumvent or bypass, UMR's security procedures for the use of the electronic method of Confidential Information transmission. Vendor shall notify UMR immediately if Vendor is aware of any breach of the security procedures, such as unauthorized use, or if Vendor suspects such a breach. UMR reserves the right to terminate electronic transmission immediately on the date UMR reasonably determines that Vendor has breached, or allowed a breach of, this provision of the Agreement. UMR also reserves the right to change or upgrade its method of Confidential Information transmission with reasonable notice to Vendor.

Permitted Uses: Vendor: (a) shall not use (deemed to include, but not be limited to, using, exploiting, duplicating, recreating, modifying, decompiling, disassembling, reverse engineering, translating, creating derivative works, adding to a Vendor database, aggregating, benchmarking or disclosing Confidential Information to another person or permitting any other person to do so) Confidential Information except for purposes of the Services; (b) shall not use Confidential Information for the creation, operation or contribution to the development of any cost or price transparency tool program that would enable Plan members to obtain comparative cost and pricing information across providers in a service area for episodes of care, treatments and procedures, or for any similar program or use Confidential Information related to allowable or discount amounts or derivatives of cannot be used for the purposes of building networks including (but not limited to) Accountable Care Organizations (ACOs), Centers of Excellence (COEs), premium programs, Pharmacy Benefits Managers, provider contracts, or other network development, including steerage of participating providers within the same type of service; (c) shall limit use of Confidential Information only to its authorized employees who have a need to know for purposes of the Services and who are bound by as strict of confidentiality standards as set forth herein, and apply the minimum necessary principles as outlined under the Health Insurance Portability and Accountability Act of 1996, as amended, to Proprietary Information as well as confidential health information; (d) shall not aggregate or incorporate Confidential Information across multiple Employers or Plans without UMR's prior written permission; (e) shall comply with all applicable laws and regulations governing the use and disclosure of information; (f) shall use and require its employees to use, at least the same degree of care to protect the Confidential Information as is used with Vendor's own proprietary and confidential information; (g) shall take reasonable administrative physical and technical safeguards to protect any and all Confidential Information from unauthorized use, access and disclosure; (h) shall not disclose Confidential Information to any of Vendor's affiliated entities for any use or purpose not directly related to the Services; (i) may release Confidential Information in response to a subpoena or other legal process to disclose Confidential Information after giving UMR reasonable prior notice of such disclosure if legally permissible, so UMR may seek an appropriate protective order or other relief; (j) (or any of its respective personnel) shall not utilize Confidential Information, including any aggregate or de-identified data derived from such Confidential Information, for its or his or her benefit, commercial or otherwise, or for the benefit of any other person (including, without limitation, any of the subsidiaries or affiliates of Vendor), or to the detriment of UMR, except as may be expressly subsequently authorized in writing and on terms and conditions deemed necessary by UMR, including but not limited to having a separate confidentiality agreement in place with such affiliate or consultant; and (k) shall not provide Proprietary Information to any third parties unless expressly agreed to in this Agreement or otherwise by UMR.

Use of Pharmacy Data: If any Confidential Information which concerns or relates to pharmacy claims, pharmacy Providers (including, but not limited to, rates paid to such pharmacy Providers) and/or any other pharmacy services-related matter (collectively, "Pharmacy Confidential Information") is provided to Vendor pursuant to the provisions of this Agreement, then the following terms shall control Vendor's use and disclosure of such Pharmacy Confidential Information in addition to the other terms and conditions contained in this Agreement. In the event of a

conflict between this Section and other provisions in the Agreement, this Section shall control for purposes of the use of Pharmacy Confidential Information. In no event shall Pharmacy Confidential Information financial fields be released in combination with Pharmacy Confidential Information provider fields to any other entity, including bidders in a Request for Proposal ("RFP") or Request for Information ("RFI"), or other similar situation, or to the Employer, without UMR's prior written consent which may be withheld in UMR's sole discretion. Obtaining UMR's consent may, at UMR's sole discretion, require the execution of an additional Non-Disclosure Agreement by the intended data recipient or confirmation that the data recipient already has sufficient confidentiality obligations to UMR to protect the data requested. Pharmacy Confidential Information financial fields include, but are not limited to, Ingredient Cost Paid, Ingredient Cost Submitted, Dispensing Fee Paid, Flat Sales Tax Amount Paid, Amount Attributed to Product Selection/ Brand Drug, Basis of Reimbursement Determination and Specialty Claim Indicator. Pharmacy Confidential Information provider fields include, but are not limited to, all versions/ variations of the Pharmacy ID Number/Name, Pharmacy Chain Code, Pharmacy Dispenser Type. The Parties agree Vendor may not reverse engineer Pharmacy Confidential Information to obtain the rates paid to pharmacy providers.

Employer Access to Confidential Information: Vendor will provide to Employer Confidential Information requested by a person designated in writing by Employer to receive Confidential Information, and Employer agrees it will: (a) comply with all applicable laws and/or regulations for any Confidential Information it receives including, but not limited to, the amendment of any Plan documents in accordance with the Privacy Rule; and (b) not provide access to the Confidential Information to any employee, agent or other designee other than an employee, agent or designee designated by Employer in writing to participate in the activities described herein, and (c) shall not provide Proprietary Information to any third parties unless expressly agreed to in this Agreement or otherwise by UMR.

Public Records Laws: Employer and Vendor understand and acknowledge that UMR deems the Proprietary Information as commercially valuable, confidential, proprietary and trade secret information in accordance with applicable state and federal open and public record laws. Consequently, Employer and Vendor understand and acknowledge that the Proprietary Information would be exempt from public disclosure under state and federal open and public record laws, and will not be released without the prior written consent of UMR.

The Employer must notify UMR, in writing, within three (3) days of the Employer's receipt of any such request for the Proprietary Information, under the applicable public records act. Failure to provide such notice to UMR shall constitute a material breach of this Agreement. Such written notice shall, at a minimum, include a copy of the request for the Proprietary Information. If a request is made for the Proprietary Information, Employer and Vendor will give UMR ten (10) days notice to process the request and to seek the necessary injunction to prevent such release of the Proprietary Information. Employer shall cooperate with UMR if UMR chooses to object to any such requests for Proprietary Information.

Change of Control of Vendor: In the event of a Change of Control of Vendor, Vendor shall notify UMR in advance, if legally permissible, or within 24 hours after such Change of Control if otherwise legally prohibited from providing advanced notice. For purposes of this Agreement, the term "Change of Control" shall mean the acquisition by one or more parties of the contractual right to direct the voting power of at least fifty percent (50%) of the voting securities of Vendor. Furthermore, if an entity having minority ownership interest in Vendor requests access to Confidential Information, Vendor shall provide reasonable advanced notice to UMR before providing such access, and such access will be subject to UMR's written approval, provided, however, such approval shall not be unreasonably withheld. The Parties agree that failure to provide notice to UMR of a Change of Control in violation of this Agreement is a breach of the Agreement.

Conclusion of Services: This Agreement shall terminate at the earliest of: (i) the conclusion of the Services, (ii) immediately upon written notification due to breach, subject to a cure period solely at UMR's sole discretion (iii) upon at least thirty (30) days written notification by any party if termination is without cause, (iv) termination of the relationship between Employer and Vendor, or (v) termination of the relationship between UMR and Employer. At the conclusion of the Services, Vendor shall either relinquish to UMR or destroy (with such destruction to be certified to UMR) all Proprietary Information. Notwithstanding the foregoing, except in case of Vendor's breach, and subject to its obligations of confidentiality, to the extent return or destruction is infeasible, Vendor may retain copies of documents containing Proprietary Information for archival purposes that may be stored in back up media or other electronic data storage systems and to defend its work product and in such case, Vendor acknowledges and agrees that, so long as it retains any of the Proprietary Information, it shall be subject to the obligations set forth

herein, including without limitation indemnification obligations, and the Proprietary Information's use shall be strictly limited to those uses which make the destruction or return infeasible or for limited uses as described above. In case of Vendor's breach, no Proprietary Information may be retained except to the extent UMR may approve in writing, subject to any additional reasonable assurances and/or protections, at UMR's sole discretion.

Breach: If during the course of the Services it is discovered that this Agreement has been breached by Vendor then all Confidential Information shall be relinquished to UMR upon demand.

Indemnification: If a court of competent jurisdiction so determines, Employer agrees to indemnify and hold harmless UMR, including its alliance partners if applicable, with respect to UMR's provision of the Confidential Information to Vendor and/or any claims and any damages caused by Vendor's and/or Employer's breach of this Agreement. Vendor agrees to indemnify and hold harmless UMR with respect to any claims and any damages caused by Vendor's breach of this Agreement and/or resulting from Vendor's Systems access, if such access has been granted.

Governing Law: This Agreement is governed by the applicable laws of the State of Delaware. This provision shall survive the termination of this Agreement.

Survival: The requirement to treat all Confidential Health Information as Confidential Information hereunder shall survive the termination of this Agreement. The requirement to treat all Proprietary Information as Confidential Information under this Agreement shall remain in full force and effect so long as any Proprietary Information remains commercially valuable, confidential, proprietary and/or trade secret, but in no event less than a period of three (3) years from the date of the Services.

Assignment: Neither this Agreement nor Vendor's rights or obligations hereunder may be assigned without UMR's prior written approval.

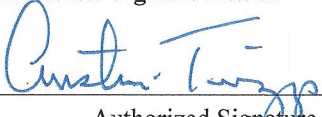
Counterparts: This Agreement may be executed in any number of counterparts, which together shall be deemed one original, and delivery of copies of signatures or facsimile signatures shall be deemed of equal force as delivery of original signatures.

General: (a) This Agreement is the entire understanding between the Parties as to the subject matter hereof. (b) This Agreement binds the Parties and their respective successors and assigns. (c) No modification to this Agreement shall be binding upon the Parties unless evidenced in writing signed by the party against whom enforcement is sought. (d) The alleged invalidity of any term shall not affect the validity of any other terms.

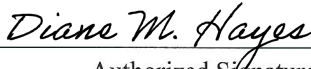
[Signature page to follow]

The Parties have caused their authorized representatives to execute this Agreement.


Southern Health Network, Inc., a Delaware corporation d/b/a Vigilant Health

By 
Authorized Signature
Name Austin TRIGGS
Title CEO
Date 6/6/18

UMR, Inc.

By 
Authorized Signature
Name Diane M. Hayes
Title NDA Specialist
Date 6/6/2018

City of Vicksburg

By 
Authorized Signature
Name George Flagg Jr
Title Mayor
Date 6/5/2018

UHC 3P GEN NDA (11/17)

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