

CONFIDENTIALITY AGREEMENT

WHEREAS offerors responding to Arizona Health Care Cost Containment System (AHCCCS) Solicitation YH20-0002 regarding Competitive Contract Expansion (CCE) (the Solicitation) have requested additional information related to the scoring methodology used by AHCCCS in determining awards pursuant to said Solicitation, and

WHEREAS AHCCCS has agreed on a unique, one-time basis to provide additional, confidential scoring information conditioned upon the agreement of any entity or person receiving such additional information to the terms of this Agreement,

IT IS HEREBY AGREED as follows:

The following definitions shall apply to this Agreement:

a. "Attorneys' Eyes Only Document" shall mean any confidential document, material or thing produced which any producing party contends contains confidential information of a nature requiring extraordinary protection and which the producing party believes should only be made available to counsel for the receiving party. Any producing party or any party to this action may designate sensitive documents "Attorneys' Eyes Only" in the reasonable exercise of such party's sole discretion; provided, however, by agreeing to this Agreement and Order, no party waives the right to challenge any other party's designation of any documents as "Attorneys' Eyes Only."

b. "Legend" as used herein shall mean a large, bold stamp or similar insignia stating "ATTORNEYS' EYES ONLY." When any document is designated "attorneys' eyes only" pursuant to this Agreement, the legend shall be affixed to the cover of such document and all pages containing information for which the Producing party seeks protection.

2. No "Attorneys' Eyes Only" documents shall be produced or confidential information therein disclosed to any party unless the attorney to whom such disclosure is made agrees to this Order by signing an undertaking in the form attached hereto as Exhibit A.

3. Attorneys' Eyes Only documents and any summaries, charts or notes made therefrom, and any facts or information contained therein or derived therefrom, shall be disclosed only to such counsel's employees, paralegals or other secretarial and clerical employees and clerical agents and no Attorneys' Eyes Only information may be copied or photographed or otherwise reproduced.

4. A producing party may designate any document or portion thereof "Attorneys' Eyes Only" pursuant to this Agreement by affixing the Legend as provided under Paragraph 1(b) to any appropriate document.

5. If at any time any document or information protected by this Agreement is subpoenaed by any court, administrative or legislative body, or is requested by any other person or entity purporting to have authority to require the production of such information, the party to whom the subpoena or other request is directed shall immediately give written notice thereof to any party which has designated such information "Attorneys' Eyes Only." After receipt of the notice specified under this paragraph, the designating party shall have ten (10) days to send a written objection to the party to whom the referenced subpoena or other request is directed, in which case that party shall not produce such document or information except by order of a court of competent jurisdiction.

6. The inadvertent production of any document or other information shall not be held to have waived any rights of the producing party by reason of such inadvertent production.

7. Nothing in this Agreement shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of stamped Attorneys' Eyes Only documents; provided, however, that in rendering such advice and otherwise communicating with such clients, counsel shall not make specific disclosure of any items so designated except pursuant to the procedures set forth above.

Arizona Health Care Cost Containment System

By _____

Its _____

Dated: _____

Receiving Party _____

By _____

Its _____

E-mail address of Counsel _____

Dated: _____

EXHIBIT A

CONFIDENTIALITY AGREEMENT

I hereby state that I have read and received a copy of the foregoing Confidentiality Agreement governing production or disclosure of confidential information. I understand the terms of the Agreement, agree to be bound by those terms, and consent to the jurisdiction of any Court with respect to enforcement of the Order.

DATED: _____, 2021.

Signature

Printed Name

Address

E-mail Address _____

Representing _____

Receiving Party