

**Subcontract No. SC - 61322
MedAware Solutions, Inc. – Lexington Fire Department**

**MedAware Solutions, Inc. – Anthem, Inc.
Community Paramedicine Program
Kentucky Medicaid Market**

Date: **June 13, 2022 (the "Effective Date")**

Parties: **MedAware Solutions, Inc. ("MedAware" or "Prime Contractor")
Lexington City Fire Department ("CP Provider" or "Subcontractor")**

Background

WHEREAS, MedAware is a party to a Master Services Agreement ("MSA") dated September 25, 2018 with Anthem, Inc. ("Anthem"), and to a Statement of Work with Anthem Insurance Company Inc. d/b/a Anthem Blue Cross Blue Shield, Inc. ("Local Plan") dated July 1, 2022 (the "SOW"), as amended and extended, for a program (the "Program") to develop an emergent care diversion strategy, based on the use of Mobile Integrated Healthcare Providers, specifically Community Paramedics ("CP Providers") to deliver education, and paramedic services to targeted Local Plan Medicaid Members ("Eligible Members"), with the goal of improved management of conditions, education for the Eligible Member on effective self-management, and reduction of use of emergency room and ambulance services for primary care; and

WHEREAS, CP Provider is a provider of paramedic and mobile integrated community health services ("MIH Services") licensed in the State of Kentucky; and

WHEREAS, MedAware desires to engage CP Provider as a subcontractor to provide MIH Services under the Program according to the terms and conditions set forth herein and in the MSA and the SOW.

NOW THEREFORE, in consideration of the mutual benefits to be derived therefrom, and the mutual promises set forth herein, the Parties agree to enter into this Subcontract Agreement as follows:

1. Subcontract Subject to MSA and SOW. This Subcontract Agreement between MedAware and CP Provider will be subject to certain of the terms of the MSA and any SOW attached thereto, as set forth in more detail herein. CP Provider will be a subcontractor to MedAware with respect to the provision of MIH Services under the MSA and the SOW, as set forth in more detail below. CP Provider will be subject to and bound by the MSA terms expressly incorporated and set out herein, including but not limited to Dispute Resolution, Binding Arbitration, Confidentiality, Protection of PHI, Insurance Coverage, and Indemnification.

2. Responsibility for Patient Care. At all times, as between MedAware and CP Provider, CP Provider shall be responsible for and liable for all clinical care and patient treatment determinations for Eligible Members who receive the MIH Services provided by CP Provider. MedAware shall not be responsible for any clinical care, medical advice, or patient treatment provided to any Eligible Member at any time. CP Provider will indemnify MedAware and Anthem as to the care provided to Eligible Members by CP Provider, as set out more fully herein.

3. Definitions / Program Operation. CP Provider agrees to provide the MIH Services under the Program in accordance with the following Definitions and Program Operation matrix:

	Definitions
Eligible Member	Individuals within Kentucky covered by the Local Plan who have been identified to the Supplier as eligible for the Program.
Enrolled Member	An Eligible Member that has agreed to participate in the Program and has participated in at least one home visit by a CP Provider.
Dis-enrolled Member	An Enrolled Member that has stopped agreeing to Home Visits (defined below) by the CP Provider, despite attempts to engage, or whom the CP Provider can no longer validate progress on the Member Care Plan (defined below).
Member Information	<p>Personal information about an Eligible Member or Enrolled Member, including name, address, medical condition(s) and medical history, provided by Anthem to MedAware. Member Information includes, but is not limited to, the following types of information or data:</p> <ul style="list-style-type: none"> • Administrative Data (e.g., claims and enrollment records, individual service use, service type, episodes, etc.) • Risk stratification score (based on Anthem methodologies) • In-patient, outpatient, professional pharmacy, costs, • Number of ER visits • Number of Ambulance trips <p>Anthem Member Information may contain Protected Health Information ("PHI") and will be protected under the terms of a Business Associates Agreement ("BAA").</p>
mViva® Care Coordination Platform ("mViva®")	MedAware's proprietary software application and Care Coordination Platform that provides secure, real-time exchange of patient-centric information via mobile devices for health and telemedicine networking and clinical collaboration.
Paramedic	A paramedic is a medical professional who is trained and authorized to provide emergency treatment.
Community Paramedicine	Community paramedicine (CP) is an evolving model of community -based health care in which paramedics function in an expanded scope in ways that facilitate more appropriate use of emergency care resources and/or enhance access to primary care for medically underserved. CP Provider will ensure that all personnel used in this Program are state certified and in good professional standing. All paramedics will be supervised by the Medical Director for CP Provider.
Member Care Plan ("MCP")	A MCP will be completed based upon the initial home visit and shared with an Enrolled Member's Primary Care Provider ("PCP") and/or the supervising Emergency Medical Services ("EMS") medical director to ensure the focus of care meets the needs of the Enrolled Member. Subsequent visits will be cadenced in accordance with the MCP and defined needs/opportunities outlined and discussed with the Enrolled Member. The MCP will outline the

	<p>goals for managing the Enrolled Member’s medical needs, including the number of Home Visits (defined below) to be conducted per week and the anticipated number of total visits needed to reach objectives.</p> <p>MedAware uses mViva®, a proprietary software application and Care Coordination Platform that provides secure, real-time exchange of patient-centric information via mobile devices. MCPs and PHI data will be stored securely on this platform tool. Such data will be shared with Anthem pursuant to certain reports as set out in the SOW.</p>
<p>Home Visits</p>	<p>Home Visits will be scheduled based on the needs/goals outlined in the MCP, and at the convenience of the Eligible Member. Typically, a Home Visit will occur minimally once every two weeks, and at most three times per week, and will typically have a duration of sixty (60) minutes or less. Enrolled Members with more complex needs may receive visits of greater duration as indicated in the MCP.</p> <p>During a home visit, a CP Provider will conduct various activities within their approved scope of practice, which may include (but is not limited to):</p> <ul style="list-style-type: none"> • Vital sign measurement • Physical exam • Diagnostic testing, such as EKG, End tidal CO₂ (ETCO₂,) and Pulse oximetry • Medication review, reconciliation and education • Hospital discharge follow up care • Wound care assessment & treatment • Weight assessment (monitor/discuss fluid restrictions if applicable) • Home safety checks (i.e., falls mitigation/avoidance) • Immunizations • Aid in locating appropriate community-based resources • Collaboration with a PCP or other healthcare team member to ensure compliance in a specific focus area

Program Operation	
<p>CP Provider Certified under License of Chief Medical Officer</p>	<ul style="list-style-type: none"> • CP Providers will maintain required certification to provide Mobile Integrated Health/Community Paramedic services under the license of their Medical Director(s) and Ambulance Service or have such other similar certification as may be required by applicable state or federal law.
<p>Provision of Member Information</p>	<ul style="list-style-type: none"> • Anthem will provide MedAware with Member Information for Eligible Members via a SFTP file, and in compliance with Anthem’s information security standards and the MSA. • MedAware will analyze and categorize the Member Information and conduct initial outreach to document Eligible Member consent and enrollment into the Program.

	<ul style="list-style-type: none"> • Upon receipt of Eligible Member consent, MedAware will provide the minimum needed Eligible Member Information to the appropriate CP Provider within each applicable defined geographic area to conduct outreach as indicated and/or provide services for members already enrolled. • CP Provider shall have the right to decline to provide in-person services in certain extenuating circumstances, such as when the meeting environment is felt to be unsafe for the CP Provider’s representative. The criteria for declining to perform an in-person visit will be shared with MedAware and the joint operating committee and be subject to approval by the Local Plan clinical representatives. In the event an Eligible Member is not seen because the criteria for declining are met, the specific circumstances are to be promptly shared with MedAware and the Local Plan for review. The Local Plan shall also have the right to unilaterally remove Members from the Program. In such cases, the Local Plan will inform the MedAware, MedAware will document this removal and notify the CP Provider, and all outreach to the Member from MedAware and/or CP Provider will cease, except for the coordination with Local Plan care managers to transition management to internal owners.
<p>CP Provider Services</p> <p>Contacting & Enrolling Anthem Members</p>	<ul style="list-style-type: none"> • CP Provider will contact the Enrolled Members to set up the initial Home Visit and enroll them into its systems and be responsible for all administrative, operational, and logistical procedures necessary to provide in-home and remote MIH care to the Enrolled Members. • CP Provider will comply with all applicable telemarketing laws and regulations including, without limitation, the Telephone Consumer Protection Act (47 USC 227), and the rules, regulations and guidance promulgated thereunder issued by the Federal Communications Commission (47 CFR Parts 64 and 68); the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 USC 6101-8) as implemented by the Telemarketing Sales Rule issued by the Federal Trade Commission (16 CFR Part 310); and all state laws, rules, regulations and (for Medicaid if and when applicable) state contract provisions that apply to outbound health related telephone contact, including without limitation text or SMS messages sent to wireless numbers, and outbound telemarketing telephone contact, including text or SMS messages sent to landline or wireless numbers with Covered Individuals, potential members, and providers. • CP Provider will also be subject to Anthem’s Vendor Guidelines for TCPA Compliance (the “Guidelines”), which MedAware will provide to CP Provider in writing (email is acceptable). The Guidelines are designed to ensure that CP Provider’s outbound telephone contacts with Covered Individuals or potential members, including text or SMS messages, comply with the law and also meet Anthem’s quality standards. To the extent the Guidelines conflicts with terms of this agreement, the Guidelines shall govern. • CP Provider shall comply with the Guidelines existing as of the start of the Program and shall take all necessary steps to remain compliant with the Guidelines as they are amended and revised from time to time.

	<ul style="list-style-type: none"> • CP Provider shall not use any third-party look-up services as part of delivery of its Services. • Anthem will be notified promptly of any invalid member telephone numbers discovered during this telecommunications process.
<p>CP Provider Services</p> <p>Use of Member Care Plan (MCP) (Developed with PCP or EMS Medical Director)</p>	<ul style="list-style-type: none"> • The CP Provider will conduct an initial Home Visit and agreed upon services and develop and document a MCP to establish and to achieve specific health objectives. • The CP provider will communicate effectively with MedAware and the Eligible Member's Primary Care Physician to bring awareness to the services being provided and elicit feedback/input toward the improvement of Eligible Member health outcomes. • CP providers will upload the MCP into the mViva® on a timely basis. This will allow MedAware to monitor Home Visit schedules, outcome metrics, and progression of care towards the objectives of the care plan and share this information appropriately. • CP Provider will use mViva® to document all Eligible Member communication and interactions for every visit, including: <ul style="list-style-type: none"> • On-scene arrival time • Current set of vital signs • Overview of the visit • When the next visit is scheduled • Time of Departure from scene • Designated Anthem business leaders and Local Plan points of contact will also have access to allow for data mining and oversight of overall Eligible Member care, experience, and Program performance. • All Eligible Member visits, including an initial and subsequent visit, conducted in person or virtually, will be capped at the Maximum Funding Limit as described in Section 10.2.1 of the SOW. • The CP Provider will communicate effectively with the designated Local Plan point of contact regarding unique or urgent Eligible Member needs and collaboration with internal resources and programs.
<p>Initial Home Visit and Assessment</p>	<ul style="list-style-type: none"> • Every Eligible Member enrolled into this program will receive a full assessment. This will include: physical assessment, diagnostic testing, point of care lab testing, medical history overview, medication reconciliation, and pharmacological overview, Home Safety inspection, and education as related to their condition, and diagnosis, medications, and program overview. Initial Home Assessments will be determined by the EMS Medical Director. Anthem and/or MedAware will have no input into the initial home assessment.
<p>Clinical Activities</p>	<p>The CP Provider will work with each Eligible Member to improve the Eligible Member's health and educate them on community resources. Topics of education may include (but not be limited to):</p>

	<ul style="list-style-type: none"> • Specific education related to the Eligible Member’s medical conditions • Medication reconciliation • Medication indications and side effects • The importance of primary care, including assistance with making primary care appointments • Community resources available to the Eligible Member, including food assistance resources, rent assistance resources, transportation resources, etc. • Appropriate utilization of health resources (when to call 911, when to use urgent care, when to visit the ER, when to call a nurse line, etc.) • Nutrition information specific to the Eligible Member’s medical conditions • Family dynamics • Substance abuse counseling and connections to resources (tobacco, alcohol, drugs) • Family planning services • Behavior health resources • Additionally, Anthem or MedAware or the Local Plan may provide information related to a particular program offered by the Local Plan; in those instances, the CP Provider will assist the Eligible Member in connecting to the Local Plan and/or appropriate resource recommendations. Examples may include a warm transfer to a case or disease management representative while the CP Provider is on site; collection of additional environmental or needs information gathered in conversation with the Eligible Member; or collaboration with other Anthem-directed resources to facilitate an Eligible Member’s access to appropriate local assistance.
<p>Monitoring Program</p>	<ul style="list-style-type: none"> • An Eligible Member will be given the opportunity to participate in the Monitoring Program during the initial Home Visit. During this visit, plan/sequences of Home Visits will be proposed to meet certain objectives and assuming an Eligible Member agrees at that time, they will continue. If for any reason the Eligible Member does not agree to a future visit, the Eligible Member will be disenrolled from the Program. • An Eligible or Enrolled Member may decline to continue participation for any reason at any time, and this will be documented by the CP Provider in mViva® and will be reflected in the monthly reporting to Company by the Supplier. • An Enrolled Member will have the opportunity to agree to ongoing monitoring once their initial objectives in the MCP have been met. This service intends to ensure the Enrolled Member maintains healthy behaviors that will reduce the likelihood of exacerbations. After an Enrolled Member has met established/documented goals in their plan, they will have an opportunity to receive ongoing check-ins (the “Monthly Monitoring Program”) to ensure there has not been decline in the

	<p>Enrolled Member's health or development of new problems. An Enrolled Member may agree or discontinue this at any time.</p> <ul style="list-style-type: none"> • Documentation of services and communication with the Enrolled Member's PCP and the Local Plan will continue through this period of monitoring as established in the initial phase of the program.
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4. CP Provider Qualifications and Responsibilities. CP Provider agrees that at all times its participation and the Program shall be subject to it meeting the following qualifications and acceptin the following responsibilities.

CP Provider Qualifications and Responsibilities	
CP Provider Qualifications	<ul style="list-style-type: none"> • CP Provider will ensure that at all times it has an adequate level of qualified personnel to meet the need of the Program, and will promptly notify MedAware of any changes that may impact its ability to offer the services in a specific geographic area. • CP Provider shall ensure that all of its personnel providing services to Eligible Members are appropriately trained and authorized to provide in home services in accordance with this Agreement and the SOW, based on applicable state and federal requirements and the established scope of practice. • CP Provider shall ensure that each of its personnel providing services to Eligible Members are duly licensed, certified or registered as required under the applicable standards of professional ethics and practice, and shall maintain all such licenses, certifications, and/or registrations in good standing at all times. • MedAware and CP Provider shall have a process in place to screen CP Providers' personnel on a monthly basis to ensure that such employees are not excluded from participation in the Medicare or Medicaid programs. • CP Provider shall notify MedAware within three (3) business days following CP Provider's receipt of any notice of any restrictions upon, including, but not limited to any suspension or loss of, any such licensure, certification, or of learning that CP Provider or its employee has been excluded from the Medicare or Medicaid program. • CP Provider shall submit to MedAware evidence of CP Provider's satisfaction of the requirements set forth in this Section upon MedAware's request.
CP Provider Responsibilities	<ul style="list-style-type: none"> • CP Provider shall obtain and maintain accreditation from the appropriate nationally recognized accrediting body for such provider, as and to the extent required by applicable law, registration, or accreditation; Abide by the federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, and all other applicable statutes, regulations and orders (including, without limitation, Executive Orders 11246 and 11375, "Equal Employment Opportunities") as amended, and any and all successor statutes, regulations and related orders. CP Provider shall not exclude any Eligible Member from participation in any aid, care, service or other benefit, or deny any Eligible Member such services on grounds of race,

	<p>color, national origin, sex, age, disability, political beliefs, health or mental health history, physical or mental condition, need for health care services, marital status, sexual orientation, gender identity or religion. CP Provider shall not subject any Eligible Member to discrimination due to such Eligible Member's status as a Medicaid beneficiary.</p> <ul style="list-style-type: none"> • CP Provider adhere to all applicable MSA and SOW requirements when conducting outreach to Eligible Members; such requirements include, but are not limited to, adherence to Anthem's data and TCPA policies, collection of any applicable BAA or other agreements for the legal exchange of Eligible Member PHI, and all other applicable state and federal laws. • Anthem has the right, directly or through MedAware, to exclude any CP Provider from continued provision of services to Eligible Members. • CP Provider shall be bound by any and all of the obligations, covenants, terms and conditions of this Agreement, the MSA, and the SOW applicable to CP Providers including but not limited to Exhibit A (the "Business Associates Agreement"), Exhibit C (the "Medicaid Exhibit"), and Exhibit F ("Required Information Security Controls").
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5. Reporting. CP Provider will be required to provide regular reports to MedAware at specified intervals. Criteria for additional or different data points, intervals or metrics may be beneficial to Program monitoring and MedAware and CP Provider will work with the joint operating committee in good faith to adjust as necessary. Failure to provide required reporting as agreed on a timely, consistent, or accurate basis will be considered violation of this agreement.

	Reporting
Reporting	<ul style="list-style-type: none"> • <u>Outreach & Engagement Report</u> (monthly): Key data points on all Eligible Members will be organized and denoted to reflect the following (but not limited to): <ul style="list-style-type: none"> • # Could not reach – wrong/missing contact info • # Could not reach – no response from Eligible Member • # Patients reached – opted out of Program, and reasons for declining if provided • # Patients reached – visit scheduled • <u>Activity Report</u> (monthly): Total number of services provided at member level (for each Eligible Member, which services were performed) • <u>Member Status Report</u> (monthly): Status of all Members in Program. Categories include (but are not limited to): <ul style="list-style-type: none"> • Active Members (received at least one service in the reporting month) • Inactive Member (received at least one service in prior month, but no services this month)

	<ul style="list-style-type: none"> • Discontinued Member (received at least one service in prior month, but no services for three months in a row, despite attempt to contact) • Graduated Member (member has completed MCP objectives) • Members in Monitoring (length of time in monitoring, key observations noted)
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6. Program Evaluation and Review. CP Provider agrees to cooperate with MedAware, and Anthem as needed to establish, evaluate, and review the following Outcome Metrics in connection with its provision of the MIH Services hereunder:

Program Evaluation and Review	
Outcome Metrics	<ul style="list-style-type: none"> • MedAware and Anthem will establish initial mutually agreed-upon Outcome Metrics to evaluate the success of the Program, and to assess potential modifications to the Program. These Outcome Metrics will be regularly reviewed and may be modified by the joint operating committee. • As appropriate, MedAware and Anthem may include input from CP Providers to aid in establishing appropriate Outcome Metrics – both initially and on an ongoing basis. CP providers will be responsible for meeting program outcome metrics as established. • Once established, outcome metrics shall be reported to MedAware in a monthly report due no later than the 10th day of the next month (e.g., February metrics are due by March 10). The monthly report template will be provided by MedAware.
MedAware – CP Provider Evaluation	<ul style="list-style-type: none"> • MedAware Solutions will monitor patient threads through mViva® for numbers of home visits, patient success metrics, and outcome data. • CP Providers will assist MedAware in conducting patient satisfaction surveys and report on Outcome Metrics to their MedAware Project manager or representative • MedAware and CP Providers will meet regularly (in person or via teleconference call) as needed, but no less frequently than monthly, to evaluate Outcome Metrics and ongoing program success.

7. Member Outreach. CP Provider and MedAware will partner to design and execute an outreach strategy to promote awareness of the program to Eligible Members.

Member Outreach	
Member Outreach	<ul style="list-style-type: none"> • CP Provider will support MedAware and may assist with secondary outreach to Eligible Members. • Potential strategies include but are not limited to mail and email notification; text messages; telephonic outreach; notifications to aligned providers; and attempted in person contact with appropriate leave behind materials.

	<ul style="list-style-type: none"> • All scripts/materials for each of these activities will be pre-approved by Anthem and state regulatory bodies and will be provided to CP Provider by MedAware. • CP Provider is responsible for compliance with all TCPA outbound calling and texting requirements applicable to any activities they conduct as part of this program. • Eligible Members contacted will have an opportunity to schedule an initial in-person visit with a CP Provider in their area, and to agree to or decline ongoing program participation.
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8. Key Deliverables. In conjunction with the provision of services and reporting obligations set forth above, CP shall provide the following Key Deliverables. Failure to comply with key deliverables on a timely, consistent, or accurate basis will be considered a violation of this agreement.

Key Deliverable	Description
Scheduling communication for Initial Visit	Initial communication for scheduling an initial visit should be made by CP Provider within twenty-four (24) hours of confirmed Eligible Member interest.
Initial in-home visit	An initial in-home visit will be offered to occur within five (5) calendar days of contact with the Eligible Member, based on their preference and availability. Preferences for a visit outside this window, or any need to reschedule, must be documented appropriately. The initial visit will be in person unless circumstances require a remote format and are duly documented.
Documentation of Initial Assessment and Member Care Plans	An initial assessment and corresponding MCP of the Eligible Member will be documented and uploaded into the mViva® platform for review within one (1) calendar day of the initial in-home visit.
Number of Visits as per MCP	The number of Eligible Member visits are in accordance with developed MCP in each month services are provided. Changes to the frequency of visits for any reason will be appropriately documented.
Documentation of Objectives and Status in MCP	Clear health objectives and progress toward stabilization of health will be documented in the MCP. If objectives are quickly achieved, change significantly, or PCP feedback dictates a new plan, the initial MCP will be closed and denoted as complete or unachievable based on a change in the Eligible Member's health status. Where an Eligible Member has more than one MCP due to changing or unachievable objectives, maximum thresholds of spending per Eligible Member will still apply. Requests to exceed maximum spending threshold for any Eligible Member must be approved in advance by the Local Plan medical director.
Documentation of Communication with Provider	All communication and feedback from aligned providers will be captured in mViva® and appropriately reflected in MCPs.

Key Deliverable	Description
Monthly Monitoring Program	An Eligible Member's consent to monthly monitoring will be documented and ongoing observations and PCP communication to support interactions will be noted.

9. Pricing / Fee Structure. MedAware will pay CP Provider for its provision of the MIH Services hereunder according to following Fee Structure:

	<u>Pricing/Fee Structure</u>
Initial in-Home Visit and Assessment	Every Anthem Member will receive an initial in-home visit assessment. This visit will be scheduled for 60 minutes. MedAware will pay CP Provider \$100 for the initial in-home assessment (defined above)
In-Home Visits	For each in-home visit made to an Anthem Member by CP Provider, MedAware will pay CP Provider \$90 . All In-Home visits will require minimum data points recorded and reported to MedAware via the mViva Patient Care Coordination platform during each visit.
Billing – Invoicing	<ul style="list-style-type: none"> • CP Provider will provide MedAware a monthly report of all Anthem Members with whom it has conducted in-home visits or telemedicine interactions or any other MIH Services under the Program. • MedAware Solutions will verify that CP Provider in fact conducted the home visit via the documentation in the mViva® Care coordination platform. CP providers will be required to post in mViva when they arrive for the home visit, and when they leave the home visit. This will allow MedAware representatives to keep track of the home visit for billing to Anthem. • CP Provider shall provide MedAware with ACH Payment Processing information in connection with each monthly invoice. • MedAware will invoice Anthem on a monthly basis based on CP Provider's monthly report of MIH Services provided to Anthem Members. MedAware will pay CP Provider within Fifteen (15) days of receipt of payment from Anthem for all services provided to Anthem Members by CP Provider.

10. Miscellaneous.

	<u>Miscellaneous</u>
Software License and Training	MedAware will provide the necessary licenses to use its mViva® software application and Care Coordination Platform to CP Provider free of charge for so long as CP Provider continues in the Program. MedAware will also provide necessary training to CP Provider in order to use the mViva® software application and Care Coordination Platform.
Protected Health Information	The Parties will work closely together to ensure that all Protected Health Information ("PHI") belonging to Eligible Members is properly protected at all

	times and will execute such agreements (including but not limited to Business Associates Agreements) necessary to ensure continued protection of such PHI. For purposes of this Subcontract Agreement, "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103, limited to the information created or received by CP Provider from or on behalf of Anthem.
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11. Applicable Terms and Conditions from MSA. CP Provider acknowledges and agrees that its obligations under this Subcontract Agreement are subject to certain of the terms of the MSA and any SOW attached thereto which also apply to MedAware and which govern all aspects of the Program. MedAware will provide CP Provider with a copy of the MSA and any applicable SOW upon request, and from time to time may provide CP Provider with additional updates to the MSA and/or SOW as necessary. Without limiting the foregoing, CP Provider acknowledges that it is bound by the MSA terms set forth on **Exhibit A** attached hereto and the Required Information Security Controls set forth on **Exhibit F** to the MSA and attached hereto.

12. Term and Termination. The Term of this Subcontract Agreement shall be co-terminus with the SOW dated _____ (and any subsequent SOWs) as follows:

- a. Initial Term; Extension.** Pursuant to the SOW, the Term of this Subcontract Agreement shall commence on the Effective Date of this Agreement and run until _____, unless Anthem, in its discretion, extends the term of the SOW beyond _____. In the event MedAware and Anthem renew or further extend the term of the Program or enter into one or more new SOWs to continue the Program beyond the term of the SOW, the Term of this Subcontract Agreement shall automatically be extended to be co-terminus with any such extension.
- b. Termination for Convenience (by Anthem/MedAware).** Notwithstanding the foregoing, Anthem has the right to terminate the SOW (and any extensions thereof) for convenience by providing MedAware ninety (90) days' written notice of termination. In the event Anthem exercises this right to terminate for convenience, MedAware shall have the right to similarly terminate this Subcontract Agreement by giving CP Provider ninety (90) days' written notice to terminate. In the event of such a termination for convenience, CP Provider will work with MedAware and Anthem as needed to partner on transition of care activities to reduce or eliminate abrasion for Anthem Members and providers, and to ensure continuity of care.
- c. Termination for Convenience (by CP Provider).** CP provider shall have the right to similarly terminate this Subcontract Agreement by giving MedAware ninety (90) days' written notice to terminate.
- d. Termination for Breach.** Either party may terminate this Subcontract Agreement in the event of a breach by the other Party, by giving the breaching party thirty (30) days' written notice of such breach and the opportunity to cure. In the event that MedAware's breach is caused by a breach of the MSA or SOW by Anthem, CP Provider's right to terminate this Subcontract Agreement will also be subject to the Dispute Resolution Procedures set forth on Exhibit A, Section 16 attached hereto.

13. Governing Law. This Subcontract Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its Choice of Laws principles, subject to the Dispute Resolution procedures set forth in Section 29 and on Exhibit A.

14. Assignment. CP Provider may not assign its rights or obligations under the Agreement to any third party without the prior written consent of MedAware. MedAware may assign this Agreement to any Affiliate or in the case of a merger or acquisition of all or substantially all of Anthem's assets. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Trademarks and Branding/No Publicity. Except as may be explicitly set forth in this Agreement, neither Party shall use the name, logo, service marks, domain names, symbols or any other name or mark of the other Party or the other Party's Affiliates, without the prior written consent of the other Party. Without limiting the foregoing, except as may be required by applicable law or legal process, neither Party shall at any time either during the Term or at any time after any expiration or termination of this Agreement: (i) disclose in advertising campaigns, public relation campaigns or otherwise publicize or disclose the existence of this Agreement, or any terms or conditions of this Agreement, or Anthem's or its Affiliates' status as a customer of CP Provider (provided that each Party may disclose the existence of this Agreement when responding to a request for proposal or request for information) or (ii) provide a hyperlink from any Internet site that it maintains to any Internet site maintained by the other Party or any of the other Party's Affiliate. CP Provider shall not extract any information or other data from any Internet site maintained by Anthem or any Anthem Affiliate, including framing and deep linking, without the express written consent of Anthem. In addition, CP Provider has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to CP Provider to use the Brands. Any references to the Brands made by CP Provider in its own materials are subject to review and approval by Anthem.

16. Modification; Waiver. No modification to the Agreement shall be valid unless in writing and signed by each Party. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

17. No Gratuities or Kickbacks. Anthem or MedAware may, by written notice to CP Provider, terminate the Agreement, any SOW, and some or all rights of CP Provider hereunder, if Anthem or MedAware has a reasonable cause to believe that gratuities (in the form of entertainment, gifts or otherwise that are of inappropriate value and/or not in accordance with Anthem's policies in excess of that which is reasonable and customary in Anthem's industry, or which would not be considered in good taste if publicly scrutinized) were offered or given by CP Provider, or any employee, subcontractor, agent or representative of CP Provider, to an officer or employee of Anthem or any Anthem Affiliate in a position to secure or influence the awarding or amendment of the entire Agreement or, of any SOW or any determination with respect to CP Provider's performance hereunder, or any decision or action favorable to CP Provider.

18. Force Majeure.

- a. **General.** A delay by a Party in the performance of its obligations under this Agreement shall not be deemed a default of this Agreement to the extent that such delay is attributable to a Force Majeure Event and could not have been prevented or minimized by the non-performing Party by means of the exercise of reasonable precautions, or cannot reasonably be circumvented by the non-performing Party in a commercially reasonable manner, including through the use of alternate sources or work-around plans.
- b. **Right to Terminate.** If a Force Majeure Event prevents, hinders or delays a Party's ability to perform for more than ten (10) days and materially and adversely affects the other Party, then in such event the other Party may, in its reasonable discretion, choose to terminate the applicable Statement of Work upon written notice.

- c. Force Majeure Event.** The term "Force Majeure Event" shall mean a fire, flood, earthquake, terrorism, pandemic or similar act beyond the reasonable control of a Party. A strike, lockout or similar labor dispute by CP Provider personnel shall be deemed to be within CP Provider's reasonable control. In addition, if CP Provider reasonably believes that an act of war, riot, civil disorder, or rebellion is likely, either Party may request that certain changes to the Services be proposed in light of such Force Majeure Event. Unless otherwise mutually agreed by the Parties, if MedAware and Anthem agree to changes initiated by CP Provider due to an act of war, riot, civil disorder, or rebellion, CP Provider shall bear all costs and expenses to perform and implement the changes. If MedAware and Anthem do not agree to so change the Services, or if the event of war, riot, civil disorder, or rebellion occurs, such event shall be deemed to be a Force Majeure Event.
- d. Allocation of Resources.** If a Force Majeure Event causes CP Provider to allocate limited resources between or among CP Provider's customers, and if the Services are disrupted by such Force Majeure Event, CP Provider shall not treat any other customer better than Anthem Members. If a Force Majeure Event causes CP Provider to allocate limited resources between or among CP Provider's customers, and if the Services are not disrupted by such Force Majeure Event, CP Provider shall not reduce process capacity or performance below the level of the process capacity and performance immediately prior to the Force Majeure Event. In addition, CP Provider shall not redeploy or reassign any key personnel to another CP Provider account in the event of a Force Majeure Event without MedAware and Anthem's prior written consent.

19. Severability. If any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under Applicable Law, such provision shall be excluded from the Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

20. Relationship of Parties. The Parties intend to be, are, and shall at all times be independent contractors with respect to this Agreement and all performance under this Agreement. Under no circumstances shall CP Provider, any CP Provider personnel, or any other of CP Provider's employees, subcontractors, agents, or representatives be considered to be employees or agents of MedAware or Anthem or any of MedAware or Anthem's Affiliates, or be entitled to participate in any of MedAware's or Anthem's or their Affiliates' employee benefit programs including workers compensation and disability insurance, group health, dental and vision insurance, unemployment insurance, retirement plans, or stock-based benefits or plans. Neither Party is an agent, partner or employee of the other Party, or its Affiliates, and neither Party has any right or any other authority to enter into any agreements or undertaking in the name of or for the account of the other Party or to create or assume any obligations of any kind, express or implied, on behalf of the other Party nor will the act or omissions of either create any liability for the other Party. No form of joint employer, joint venture, partnership, or similar relationship between the Parties, or between either Party and any Affiliate of the other Party, is intended or hereby created. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties. In no way shall Anthem be construed to be a provider of health services or responsible for the provision of such health services.

21. Titles and Subtitles. The titles and subtitles used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement.

22. Counterparts. The Agreement and any Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

23. Electronic Signatures. The Parties agree electronic signatures may be utilized for execution of this Agreement and any attachments hereto, including but not limited to, Statements of Work. The Parties acknowledge and agree that (i) the issuance of an electronic signature shall be valid and enforceable as to the signing Party to the same extent as an inked original signature; and (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either Party in the normal course of business.

24. Deficit Reduction Act Notification to CP Provider. Section 6032 of the Deficit Reduction Act of 2005 ("DRA") and state laws enacted pursuant to the DRA require certain entities such as Anthem to establish policies and procedures to help the entity, and its contractors and agents, detect and prevent fraud, waste and abuse relating to services provided for certain government funded programs, including Medicaid. The DRA and state laws also require certain entities to make their suppliers aware: (a) of the provisions of the False Claims Act and similar state statutes prohibiting anyone from knowingly submitting or causing another person or entity to submit false claims for payment of government funds; and (b) that any person in violation is potentially liable for three times the damages or loss to the government plus substantial civil penalties (currently \$5,500 to \$11,000). In addition, the False Statements Act prohibits anyone from making false statements or withholding material information in connection with the delivery of services to, or payments from, the government. Violations of these acts can also result in criminal convictions and imprisonment of up to five (5) years. As part of Anthem's policies designed to prevent fraud, waste and abuse, Anthem does not retaliate against personnel who report violations (or suspected violations) of state or federal False Claims Acts.

25. Covenant Not to Trade on Insider Knowledge. CP Provider acknowledges that Anthem, Inc. is a publicly traded corporation. CP Provider agrees that it will not purchase or sell any stock of Anthem based on Anthem Confidential Information. CP Provider further agrees that, if it discloses Anthem Confidential Information to any other person or entity in accordance with this Agreement, it will advise that other person or entity of the duty not to trade based on Anthem Confidential Information.

26. Cumulative Remedies. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

27. No Third-Party Beneficiaries. This Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than MedAware, Anthem, their Affiliates and assignees, or CP Provider; provided that if either Party's Affiliates' has a cause of action under this Agreement against the other Party, such action must be initiated by a Party to this Agreement against the other Party, and not against such Party's Affiliates directly.

28. Entire Agreement. This Agreement (and any exhibits attached hereto) sets forth the entire agreement of the Parties with respect to the subject matter thereof, and supersedes any and all prior proposals, agreements, understandings, and contemporaneous discussions, whether oral or written, between the Parties with respect to the subject matter of this Subcontract Agreement.

29. Dispute Resolution. MedAware and CP Provider agree that any dispute between them arising out of this Agreement which cannot be settled by mutual agreement shall be submitted to non-binding arbitration in Kentucky under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including disputes concerning the scope, validity or applicability of this agreement to arbitrate. Any demand for arbitration must be made within one (1) year of the date when the facts underlying the claim were discovered or should have been discovered or the claim will be deemed waived. The Parties shall select a single arbitrator by agreement within 30 days of the filing of a demand for arbitration. If the Parties are unable to agree on the selection of an arbitrator within the time period, AAA shall select an independent arbitrator. Each Party shall assume its own costs related to the arbitration except that the costs imposed by the AAA shall be shared equally.

IN WITNESS WHEREOF, the undersigned have read, understood and executed this Subcontract Agreement and agree to be bound by its provisions as of the Effective Date.


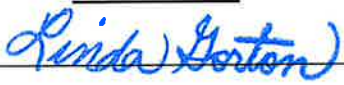
<u>MedAware Solutions, Inc.</u>	<u>Lexington-Fayette Urban County Government</u>
By: <u></u>	By: <u></u>
Name: <u>Chris Geboller</u>	Name: Linda Gorton
Title: <u>COO</u>	Title: Mayor
Date: <u>June 13, 2022</u>	Date: <u>7/13/2022</u>

EXHIBIT A

MSA Provisions Incorporated into Subcontract Agreement

10. CONFIDENTIALITY.

10.1 HIPAA, Medicare, FEP, Medicaid. The provisions set forth in this Section 10 are in addition to and not in lieu of any confidentiality, privacy, security and other requirements imposed on CP Provider in the Exhibits that form part of this Agreement. Notwithstanding anything to the contrary, in the event a BAA is not included with this Agreement or otherwise in place between the Parties, and CP Provider is engaged for services that include the potential for access to PHI, CP Provider must enter into a BAA acceptable to Anthem prior to performing such services. In the event the BAA is not signed by CP Provider, Anthem may withhold payment for such services and/or suspend or terminate such services without penalty or termination fees.

10.2 Confidential Information.

10.2.1 During the Term, a Party (the "Receiving Party") may be exposed to or acquire information regarding the business, projects, operations, finances, activities, affairs, research, development, products, technology, technology architecture, business models, business plans, business processes, marketing and sales plans, customers, finances, personnel data, health plan rating and reimbursement formulas, computer hardware and software, computer systems and programs, processing techniques and generated outputs, intellectual property, procurement processes or strategies or suppliers of the other Party or their respective directors, officers, employees, agents or clients (collectively, the "Disclosing Party"), including, without limitation, any idea, proposal, plan, procedure, technique, formula, technology, or method of operation (collectively, "**Confidential Information**"). With respect to Anthem only, Confidential Information shall include all Anthem Data and all Confidential Information of Anthem Affiliates.

10.2.2 Confidential Information shall not include any information that a Party can demonstrate: (i) was in the public domain at the time of disclosure to such Party; (ii) was published or otherwise became part of the public domain after disclosure to such Party through no fault of such Party; (iii) was previously disclosed to such Party without a breach of duty owed to the other Party by a third-party who had a lawful right to such information; or (iv) was independently developed by such Party without reference to Confidential Information of the other Party.

10.2.3 In addition, either Party may disclose Confidential Information to the extent disclosure is based on the good faith opinion of such Party's legal counsel that disclosure is required by law or by order of a court or governmental agency; provided that, the Party that is the recipient of such Confidential Information shall give prompt notice to the Disclosing Party, use all commercially reasonable efforts to maintain the confidentiality of the Confidential Information, and cooperate with the owner of such Confidential Information, in efforts to protect the confidentiality of such Confidential Information by an appropriate protective order. The owner of such Confidential Information reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. Each Party shall be responsible for its own costs with respect to the performance of its obligations under this Section. Either Party may disclose the existence of this Agreement and the terms of this Agreement to the extent required to enforce its terms or the rights of such Party hereunder or to comply with its legal obligations (but in the event either Party files this Agreement or portions thereof with any public agency it shall redact sensitive portions hereof, to the mutual written agreement of the other Party, which agreement shall not be unreasonably withheld or delayed).

10.2.4 Anthem Non-Disclosable Information. With respect to Anthem only, Confidential Information shall also include the following: (i) PHI and NPFI; (ii) other medical information and personal information regarding Anthem's or its Affiliates' health plan members, employees, or medical or hospital

service providers; (iii) other information that Anthem or its Affiliates are required by law, regulation or company policy to maintain as confidential; (iv) other financial information concerning Anthem's or its Affiliates' health plan members, employer groups and other health plan groups or medical or hospital service providers that is disseminated by Anthem or its Affiliates internally for staff use; (v) personnel and payroll records, patient accounting and billing records, and information contained in those records; (vi) Anthem's or its Affiliates' trade secrets; and (vii) information that could aid others to commit fraud, sabotage or otherwise misuse Anthem's or its Affiliates' products or services or damage their business, including without limitation Exhibit F (Required Information Security Controls) of the MSA and other Anthem security policies (collectively, the "Anthem Non-Disclosable Information"). Due to the sensitive nature of the Anthem Non-Disclosable Information and due to Anthem's obligations to maintain the privacy of its customers and providers, CP Provider acknowledges and agrees that Anthem Non-Disclosable Information shall at all times remain confidential and shall not be subject to exceptions, except as set forth in the BAA.

10.3 General Obligations. Each Party agrees to hold the Confidential Information of the other Party in strict confidence, to use such information solely in the course of performing its obligations hereunder, , and to make no disclosure of such information except as authorized in accordance with the terms of this Agreement. To the extent a Party may be exposed to the Confidential Information of a third party (for example, because CP Provider may be maintaining Anthem systems on which third party software is loaded, the Parties agree to accord such third party Confidential Information the same protections accorded a Party's Confidential Information hereunder. A Party may disclose Confidential Information to its personnel and the personnel of its subcontractors who have an absolute need to know such Confidential Information in order to fulfill its obligations hereunder and who have previously executed a written confidentiality agreement imposing confidentiality obligations no less restrictive than those applicable hereunder. In addition, either Party may disclose Confidential Information of the other Party to third party professional advisors (including accountants, auditors, attorneys, financial or other advisors) which are acting solely for the Party's benefit and on such Party's behalf, provided: (i) such professional advisors have previously executed a written confidentiality agreement imposing confidentiality obligations no less restrictive than those applicable hereunder; (ii) such professional advisors have a need to know such information in order to provide advice or services to the disclosing Party and agree to use the disclosing Party's Confidential Information solely for the purpose of providing such advice or services; (iii) such professional advisors agree not to disclose the Confidential Information to any other Party without the disclosing Party's prior written consent; and (iv) notwithstanding anything to the contrary, no Anthem Non-Disclosable Information is disclosed by the other Party to its professional advisors. Each Party shall be primarily responsible and liable for any confidentiality breaches by its personnel and the personnel of its subcontractors. Each Party shall immediately advise the other Party of any actual or potential violation of the terms of this Section 10, and shall reasonably cooperate with the Disclosing Party in relation thereto.

10.4 Continuing Obligations. A Party's obligation to maintain the confidentiality of Confidential Information shall remain in force until information falls within one of the exceptions noted in Section 10.2.2. CP Provider's obligation to maintain the confidentiality of Anthem Non-Disclosable Information shall neither terminate nor expire.

10.5 Return of Confidential Information. Promptly upon expiration or termination of the entire Agreement or of a SOW (with regard to the Confidential Information disclosed under the Agreement or through such Agreement or SOW, as the case may be) or, in the case of Non-Disclosable Information at any time upon Anthem's request, the Receiving Party shall promptly, at the Disclosing Party's option, either return or destroy all (or, if the Disclosing Party so requests, any part) of the Confidential Information, and all copies, summaries and redactions thereof and other materials containing such Confidential Information, including deletion from such Party's files and systems and the Receiving Party shall certify in writing its compliance with the foregoing. Notwithstanding the foregoing, except for PHI or NPFI (which shall be promptly returned or destroyed), each Party may, subject to the obligations of confidentiality as described in this Section 10, retain (i) one (1) copy of the other Party's Confidential Information for archival purposes only, but such retained Confidential Information shall only be accessed by the retaining Party on a limited

need basis to, for example, defend a claim by the other Party or for auditing purposes and (ii) reasonable archival records of payments, invoices and similar information for tax compliance, regulatory compliance, accounting, audit or similar purposes but only for the period of time required by this Agreement or Applicable Law; in each instance, all such retained Confidential Information shall remain the Confidential Information of the Disclosing Party and shall be subject to all of the restrictions contained in this Agreement.

10.6 Injunctive Relief. Each Party acknowledges that in the event of a breach of this Section 10 damages may not be an adequate remedy and the Disclosing Party may be entitled to seek, in addition to any other rights and remedies available under the Agreement or at law or in equity, injunctive relief to restrain any such breach, threatened or actual, without proof of irreparable injury and without the necessity of posting bond even if otherwise normally required.

11. INSURANCE

11.1 Minimum Requirements. CP Provider must have the following minimum insurance coverage in place at all times during the Program, with insurers with an A.M. Best rating of A- or better:

- a. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate naming Anthem as an additional insured and containing a waiver of subrogation;
- b. Automobile Liability insurance with a minimum \$1,000,000 per occurrence combined single limit for owned, non-owned and hired automobiles;
- c. Workers' Compensation coverage with statutory limits and employer's liability insurance, containing a waiver of subrogation with respect to Anthem for workers' compensation when applicable and permitted by law;
- d. Professional Liability insurance, applicable to the Community Paramedicine industry or specialty with a minimum \$1,000,000 limit for each wrongful act and aggregate of not less than \$3,000,000 if professional services are being rendered. In the event of cancellation of the professional liability insurance policy, an extended reporting period endorsement ("tail policy") is required for the term of at least one year in the amount of not less than the same limits above;
- e. Commercial Crime/Employee Dishonesty with a limit of not less than \$500,000. When applicable, CP Provider will name Anthem as Loss Payee to the extent their interests may appear;
- f. Umbrella Liability Coverage with a minimum of not less than \$2,000,000.
- g. The forgoing coverage amounts, with the exception of the Umbrella Liability coverage, may be met in part by an appropriate umbrella or excess liability policy.

11.2 Any materials or equipment brought on jobsite shall be insured under an all risk property insurance policy and shall be the sole responsibility of CP Provider.

11.3 Proof of Insurance; Notice of Cancellation. Promptly upon MedAware or Anthem's written request for same, CP Provider shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, CP Provider will use reasonable efforts to give thirty (30) days prior written notice to MedAware and Anthem prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that CP Provider shall not be obligated to provide such notice if, concurrently with such

cancellation or non-renewal, CP Provider provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above. The furnishing of acceptable evidence of insurance does not relieve CP Provider from any liability or obligation for which it is otherwise responsible to MedAware or Anthem. The limits of insurance or applicable deductibles will not limit the liability of CP Provider nor relieve CP Provider of any liability or financial responsibility. Failure to maintain the required insurance coverage shall be deemed a material breach of the Agreement by CP Provider. The failure of CP Provider to purchase or maintain such insurance coverages, or the failure of CP Provider to provide, or of MedAware or Anthem to request, a copy of the certificates evidencing such coverages will not be considered or construed as a waiver by MedAware or Anthem of the requirement that CP Provider maintains such coverages, which such requirement will be continuing, and CP Provider remains liable for all injuries and/or damages in accordance with the terms of this Agreement.

13. INDEMNIFICATION.

13.1 CP Provider's Indemnities. To the extent allowable by law, CP Provider shall indemnify, defend and hold harmless MedAware and Anthem and their Affiliates, and their respective successors and assigns (and its and their respective officers, directors, employees, sublicensees, customers and agents) from and against any third party claims and damages based upon (i) a breach of CP Provider's representations and warranties; (ii) the failure by CP Provider to comply with applicable governmental laws or regulations; (iii) a breach of CP Provider's obligations with regard to PHI and NPFI as set forth in Section 10 and Exhibit A (BAA) of the MSA; (iv) a breach of CP Provider's obligations under MSA Exhibits Exhibit B (Medicare Advantage and Medicare Part D Regulatory Exhibit), Exhibit C (Federal Program Commercial Item Addendum), Exhibit E (State Medicaid Attachments), and/or Exhibit G (Qualified Health Plan Regulatory Exhibit), , (v) a breach of CP Provider's security or confidentiality obligations as set forth in MSA Section 9 (Security) (including Exhibit F referenced therein) and 10 (Confidentiality), respectively; and (vi) any claim relating to any act, omission, negligence or willful misconduct on the part of CP Provider, its personnel, subcontractors, and/or agents, resulting in personal injury, death, or damage to property. In addition to the indemnification obligations set forth in this Agreement, in the event of a disclosure of Protected Health Information or Nonpublic Personal Financial Information by CP Provider, CP Provider shall indemnify MedAware and Anthem for all costs incurred by MedAware related to the investigation as well as, at MedAware and/or Anthem's election, furnishing notice to affected Anthem participants and/or the offer of ongoing credit monitoring services to such affected individuals. This indemnification by CP Provider shall survive the termination of this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to CP Provider.

13.2 MedAware's Indemnities. MedAware shall indemnify, defend and hold harmless CP Provider and its affiliates, and their respective successors and assigns (and its and their respective officers, directors, employees, sublicensees, customers and agents) from and against any third party claims and damages based upon (i) a breach of MedAware's representations and warranties; (ii) the failure by MedAware to comply with applicable governmental laws or regulations; (iii) a breach of MedAware's obligations under the Agreement. In addition to the indemnification obligations set forth in this Agreement, in the event of a disclosure of Protected Health Information or Nonpublic Personal Financial Information by MedAware, MedAware shall indemnify CP Provider for all costs incurred by CP Provider of furnishing notice to affected Anthem participants and/or the offer of ongoing credit monitoring services to such affected individuals. This indemnification by MedAware shall survive the termination of this Agreement

13.3 Notice and Participation. The indemnified Party may, at its own expense, assist in the defense of any indemnifiable claim described in this Section if it so chooses, provided that, as long as indemnifying Party can demonstrate sufficient financial and legal resources, indemnifying Party shall

control such defense and all negotiations relative to the settlement of any such claim, and further provided that any settlement intended to bind the indemnified Party or which may adversely affect the indemnified Party shall not be final without such indemnified Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, if the claim relates to a violation of governmental law or regulation as set forth in MSA Section 13.1 or to a breach of the indemnifying Party's obligations relating to PHI and NPMI as set forth in MSA Section 13.1, and the indemnified Party determines in its own discretion it has a compelling interest in conducting its own defense, then the indemnifying Party shall indemnify the indemnified Party for its reasonable costs of defense (including attorneys' fees) and for all related damages, assessment of fines, penalties or other regulatory assessment, and/or settlement or compromise (and provided the indemnified Party gives the indemnifying Party an opportunity to comment on any proposed settlement or compromise). The indemnified Party shall provide the indemnifying Party with reasonable written notice of any claim that such indemnified Party believes falls within the scope of this Section.

16. DISPUTE RESOLUTION. This Section 16 of this Exhibit A shall only apply to disputes between CP Provider and Anthem under the MSA. Disputes between CP Provider and MedAware shall be resolved in accordance with the provisions of Section 24 (Dispute Resolution) of the Agreement.

16.1 Informal Dispute Resolution.

16.1.1 Good Faith Efforts. The Parties agree that they will make a good faith attempt to resolve any dispute arising under this Agreement before instituting legal action. Such good faith attempt shall include, but not be limited to, elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of that Party and, failing that, to a vice president level executive for each Party, as noted in 16.1.2 below.

16.1.2 Escalation to Executives. To the extent any disagreements arising under this Agreement are not resolved by the management personnel of each Party within a reasonable time after the occurrence of the disagreement, either Party may give to the other notice in writing (the "Notice") that a dispute has arisen. The Notice shall contain (i) a detailed description of the dispute and all relevant underlying facts, and (ii) a detailed description of the amount(s) in dispute and how they have been calculated. Within fourteen (14) days after the date of the Notice, such dispute shall be referred to a vice president level executive for each Party.

16.1.3 Failure of Informal Efforts. If such executive officers of both Parties are unable to resolve the dispute within fourteen (14) days of the referral to them, either Party shall be free to pursue any claim in accordance with this Section 16.

16.2 [Deleted]

16.3 Disputes Involving Confidential Information or Intellectual Property. Notwithstanding the foregoing, in any dispute concerning Anthem Confidential Information and intellectual property, Anthem may elect to have the dispute resolved by a court of competent jurisdiction located in Fayette County, Kentucky and upon Anthem's commencement of any such action, any arbitration then pending shall be stayed, insofar as it concerns Anthem Confidential Information or intellectual property. Without limiting the generality of the foregoing, CP Provider acknowledges that irreparable injury may result to Anthem in the event that CP Provider fails to perform its obligations under this Agreement with respect to Anthem Confidential Information or IP and agrees that, in such event, Anthem shall be entitled, in addition to any other remedies and damages available to it, to seek interim injunctive relief to restrain the breach or compel the performance of this Agreement.

16.4 Consent to Jurisdictions. The Parties consent and agree to the exclusive jurisdiction of the tribunals mentioned in this Section 16, and waive any and all objections to such forums, including but not limited to objections based on improper venue or inconvenient forum.

16.5 Waiver of Jury Trial. Each of the parties hereby unconditionally waives any right to a jury trial with respect to and in any action, proceeding, claim, counterclaim, demand, dispute or other matter whatsoever arising out of this agreement.

16.6 Continued Services; Enforcement. In all circumstances other than MedAware's failure to pay undisputed amounts as set forth herein, CP Provider shall continue timely performance of any Services it provides or its other obligations under this Agreement and, if it discontinues or does not timely perform such Services or other obligations, MedAware may seek a temporary and/or permanent injunction or similar order in any state or federal court within the State of Missouri for the sole purpose of compelling continued and timely performance of CP Provider's obligations hereunder. The provisions of this Section may be enforced by any court of competent jurisdiction, and the prevailing Party in any such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

16.7 Statute of Limitations. The statute of limitations with respect to any claim or matter submitted to arbitration shall be suspended as of the date of a demand for arbitration hereunder (or, if not determinable, as of the date of receipt of such request), and shall be tolled until the date of any formal settlement agreement entered into by the Parties or the date of any final determination issued by an arbitrator, as the case may be, but in any event not longer than six (6) months from the date such statute of limitations was suspended, unless the Parties specifically agree in writing to a different tolling period.

16.8 Electronic Self-Help. CP Provider agrees that in the event of any dispute with MedAware regarding an alleged breach of this Agreement or for any other reason, CP Provider will not use any type of electronic means to prevent or interfere with MedAware's use of any system or Deliverable created for MedAware under this Agreement or any SOW without first obtaining a valid court order authorizing same. MedAware shall be given proper notice and an opportunity to be heard in connection with any request for such a court order. CP Provider understands that a breach of this provision could foreseeably cause substantial harm to MedAware and to numerous third parties having business relationships with MedAware. No limitation of liability shall apply to a breach of this paragraph.

EXHIBIT F

Required Information Security Controls

Anthem requires all third parties to comply with the goals and objectives of its Information Security Program, as set forth in this addendum. These are minimum requirements of Anthem's Information Security Program. Depending upon the nature of the engagement or the services provided, other requirements may be added in a Statement of Work or Master Services Agreement. These requirements are in addition to any other security requirements specified within the Master Services Agreement or a Statement of Work. We recognize that sound practices require continual assessment of evolving risks, technology and relevant issues related to information security. In the event that our Chief Information Security Officer deems it necessary to modify these Required Information Security Controls in order to continue to reasonably protect Anthem Confidential Information, then CP Provider ("Supplier") will be notified and a remediation plan and timeframe will be mutually agreed upon.

SECTION 1. COMPLIANCE

- 1.1 Supplier will comply with all applicable state and federal data security regulations and shall abide by all required security controls as stated herein, based upon the nature of the Services provided, the data involved and/or the location where such Services are rendered.

SECTION 2. INFORMATION SECURITY PROGRAM

- 2.1 Supplier shall maintain a written Information Security Program including documented policies, standards, and operational practices that meet or exceed the applicable requirements, and controls set forth in this Exhibit to the extent applicable to the Services, and identify an individual within the organization responsible for its enforcement. Supplier shall ensure that any of its subcontractors having greater than incidental access to Anthem Confidential Information shall also be contractually bound to meet or exceed these information security provisions. Supplier shall have processes and procedure in place so that information security events may be reported through appropriate communications channels as quickly as possible. All employees, contractors and third party users shall be made aware of their responsibility to report any information security events as quickly as possible. If at any time during the Agreement, Supplier becomes aware of an information security event or that it or any of its subcontractors will or do not meet the obligations described within this Exhibit, Supplier will immediately notify Anthem Information Security at AnthemVendorInfoSec@anthem.com.

SECTION 3. RIGHT TO ASSESS, AUDIT AND CERTIFICATION

- 3.1 Upon request, Supplier shall complete a security assessment conducted by Anthem ("Security Assessment") Anthem may require additional Security Assessments in connection with Statements of Work for new or additional Services. To the extent that the Security Assessment identifies any risks or deficiencies for which remediation is required, such remediation requirements or compensating controls (and the timeframes within which they must be successfully implemented) are set forth in an attachment to this exhibit or the applicable Statement of Work. Supplier's failure to complete any remediation requirements set forth in an attachment to this exhibit or the applicable Statement of Work-within the required timeframe shall be deemed to be a material breach of the Agreement. If Supplier has a Health Information Trust Alliance (HITRUST) Common Security Framework (CSF) Certification applicable to the services and/or applications in

scope for the engagement as of the Effective Date and maintains it throughout the engagement, then that HITRUST certification will be accepted in lieu of the Anthem assessment.

- 3.2 Supplier shall have, as of the Effective Date, and shall maintain for the duration of the engagement a HITRUST CSF Certification. To the extent that Supplier does not have a HITRUST CSF Certification as of the Effective Date, or is the process of obtaining a HITRUST CSF Certification, the requirements of Section 3.3, as applicable, shall apply.
- 3.3 To the extent that Supplier has not obtained a HITRUST CSF Certification, then (a) the requirements of Section 3.4 shall apply, and (b) Supplier shall (i) complete and provide to Anthem a HITRUST CSF Self-Assessment Report 90 days after the Effective Date, (ii) obtain and provide to Anthem a HITRUST CSF Validated Report 18 months after the Effective Date,, and (iii) obtain and provide to Anthem a HITRUST CSF 24 months after the Effective Date, Supplier's failure to meet the foregoing requirements shall be deemed a material breach of the Agreement.—If Supplier has begun the process of obtaining a HITRUST CSF Certification before the Effective Date, then Supplier represents and warrants to Anthem that all corrective action plans that are necessary to obtain a HITRUST CSF Validated Report and/or HITRUST CSF Certification and that have been identified to Supplier prior to the Effective Date shall be communicated to Anthem and documented as an attachment to this exhibit.
- 3.4 Supplier shall promptly (and in any event with 30 days of identification) report to Anthem Information Security at AnthemVendorInfoSec@anthem.com any findings and associated corrective action plans identified during a self-assessment or any third party assessment, including any assessment related to Supplier's Independent Certification / Attestation. Supplier will provide Anthem with any further information associated with such findings, as reasonably requested by Anthem.
- 3.5 From time to time Supplier may be requested to respond to, inform and provide updates on the specific security gaps or exposures that exist for new or emerging security vulnerabilities that are made known for systems, applications, hardware devices, etc. In all instances Supplier will provide a response to any inquiry within 5 business days, and will provide specific details as to the questions asked to ensure that Anthem can appropriately evaluate the risk or exposure to Anthem Confidential Information.

SECTION 4. ENCRYPTION

- 4.1 Where required by Anthem, Supplier shall apply encryption methodology that conforms to the *Federal Information Processing Standards Publication 140-2 Security Requirements for Cryptographic Modules* and applicable state and federal regulations (“Approved Encryption”). Approved Encryption must be used for (i) the electronic transmission of Anthem Confidential Information to Anthem and/or to any other third party, as directed by Anthem or permitted in accordance with this Agreement and (ii) on all workstations, communications or convergence devices, portable media and backup tapes containing Anthem Confidential Information. The integrity and confidentiality of Anthem Confidential Information in transit over an open communication network will be protected through the use of Approved Encryption.

SECTION 5. NETWORK AND SYSTEMS SECURITY

- 5.1 Supplier shall utilize and maintain a commercially available, industry standard malware detection program which includes an automatic update function to ensure detection of new malware threats.

- 5.2 An Intrusion Detection or Prevention System which detects and/or prevents unauthorized activity traversing the network will be maintained.
- 5.3 Data Loss Prevention tools will be implemented to detect and prevent the unauthorized movement of data from Supplier's control.
- 5.4 At a minimum, Supplier shall engage a qualified third party to perform annual penetration testing of Supplier's networks containing Anthem Confidential Information. The scope of the penetration testing will include all internal/external systems, devices and applications that are used to process, store, transmit Confidential Data, physical security controls for all applicable facilities, and social engineering tests. Supplier must provide Anthem with summary results and a remediation plan if security flaws are discovered.
- 5.5 Networks or applications that contain Anthem Confidential Information must be separated from public networks by a firewall to prevent unauthorized access from the public network.
- 5.6 At managed interfaces, network traffic is denied by default and allowed by exception (i.e., deny all, permit by exception).

SECTION 6. SYSTEM AND APPLICATION CONTROLS

- 6.1 All Anthem Confidential Information must be securely stored at all times to prevent loss and unauthorized access or disclosure.
- 6.2 Laptop and workstation systems that access Anthem Confidential Information remotely must utilize endpoint protection which includes a personal firewall and anti-malware protection.
- 6.3 Operating systems and application software used must be currently supported by the manufacturer.
- 6.4 Current versions of operating system and application software must be maintained, and patches applied in a timely manner for all systems and applications that receive, maintain, process or otherwise access Anthem Confidential Information.
- 6.5 At least quarterly vulnerability scanning will be performed. Medium and high risk vulnerabilities identified during the scanning will be promptly remediated.
- 6.6 Anthem Confidential Information must not be used in any non-production environment such as testing or quality assurance unless de-identification of the data has been performed. In the event that de-identification is not practical or feasible compensating controls must be in place protecting the data to the same level of protection as afforded to production environment.
- 6.7 Anthem Confidential Information must be logically or physically segregated from other data controlled by Supplier or other clients of Supplier in such a way that the data may be identified as Anthem data and access controls implemented so that only those users authorized to access the data will be permitted to do so.

SECTION 7. DATA DESTRUCTION

- 7.1 All Anthem Confidential Information, whether such information is in paper, electronic or other form, requires secure disposal or destruction when no longer required, when requested by Anthem

or upon the termination or expiration of the Agreement. These measures should, at a minimum, include: (i) burning, pulverizing or cross-cut shredding to a size equal or smaller to 5/8-inch by 2-inches papers or print media so that the information cannot practicably be read or reconstructed; (ii) ensuring the destruction or erasure of floppy disk, magnetic tape, tape cartridges, hard drives or other electronic or optical media so that the information recorded or contained cannot practicably be read, recovered or reconstructed; and, (iii) ensuring that any third party who performs the activities described in (i) and (ii) on Supplier's behalf does so in a manner consistent with these requirements.

SECTION 8. PHYSICAL CONTROLS FOR THE PROTECTION OF ANTHEM CONFIDENTIAL INFORMATION

- 8.1 All Anthem Confidential Information received or created in paper form must be stored in lockable containers.
- 8.2 A clean desk policy will be enforced to ensure proper safeguarding of all hard copy Anthem Confidential Information.
- 8.3 Supplier must retain visitor logs documenting all individuals who are not employed by Supplier who gain access to the facility where services are performed.
- 8.4 Anthem Confidential Information will not leave control of the Supplier without the written approval of Anthem.
- 8.5 Servers, enterprise data storage devices, backup tapes and media, and other computing devices that contain Anthem Confidential Information used to support network communications must be located in a secure and restricted access location within the facility.
- 8.6 All workstations, portable devices and removable media containing Anthem Confidential Information or accessing Anthem networks must be encrypted.

SECTION 9. ACCESS CONTROL

- 9.1 Prior to gaining access to Anthem Confidential Information, workforce members will have appropriate background checks completed in compliance with state and federal law with no breach of trust crimes reported.
- 9.2 Physical and logical access to Anthem Confidential Information and the systems and workspaces used to support Anthem, will only be granted as a result of a demonstrated and legitimate need to know based upon job responsibilities.
- 9.3 Security awareness training will be completed prior to access being granted to Anthem Confidential Information, and then completed on an annual basis going forward so long as access to Anthem Confidential Information continues.
- 9.4 Physical and logical access will be granted to the minimum Anthem Confidential Information necessary to meet the requirements of the user's scope of responsibilities.
- 9.5 Access reviews will be performed at least quarterly for privileged user and twice annually for non-privileged user accounts.

- 9.6 Only those individuals providing services to Anthem, or those who are responsible for administering or managing systems that contain Anthem Confidential Information shall be authorized to access systems containing Anthem Confidential Information.
- 9.7 All users that are no longer required or authorized to access Anthem Confidential Information or systems that contain Anthem Confidential Information must have access promptly disabled.
- 9.8 Access to Anthem Confidential Information and systems that contain Anthem Confidential Information must be access controlled through the use of individual user IDs and passwords with industry-standard complexity rules in place.
- 9.9 All user passwords must be changed at least every ninety (90) days at a minimum, or sooner if there is reasonable cause to believe that an unauthorized person has learned the password.
- 9.10 Processes must be in place to create the appropriate audit trails to determine who has accessed Anthem Confidential Information and/or systems that contain Anthem Confidential Information.
- 9.11 Remote access to systems or networks that contain Anthem Confidential Information must use multi-factor authentication and a connection with Approved Encryption.
- 9.12 A report listing all individuals who have access to Anthem Confidential Information and/or systems that contain Anthem Confidential Information and the level of access granted shall be provided to Anthem within 48 hours upon request.
- 9.13 A report listing activity associated with any user ID who has access to Anthem Confidential Information shall be provided to Anthem within 48 hours upon request.

SECTION 10. OFFSHORE SECURITY REQUIREMENTS

- 10.1 Anthem Confidential Information is not permitted to be hosted or stored offshore. Offshore locations may be utilized for the processing of data. However, all data must reside on servers located in the United States for the duration of the processing.
- 10.2 Backup processes at offshore locations will not receive, maintain, process, or otherwise access Anthem Confidential Information.
- 10.3 Offshore workstation computers must adhere to baseline system security requirements defined by the organization which enforce the most restrictive mode consistent with operational requirements. All unnecessary services, features and networks must be disabled on workstations used to support Anthem operations, including:
 - Disabling workstations from simultaneously connecting to the Anthem network and other networks (split tunneling)
 - Disabling access to non-Anthem instant messaging (IM) clients
 - Disabling access to non-Anthem email systems
 - Disabling access to the Internet

- Disabling user access to local workstation storage or supplier network storage (such as that to which Anthem Confidential Information or screenshots could be copied)
- Disabling access to printers

10.4 Wireless access is prohibited from being used to access Anthem Confidential Information from offshore locations.

10.5 All work from offshore locations must be performed in Anthem-approved facilities.

SECTION 11. CLOUD COMPUTING

Anthem bases the decision of whether a service is considered a cloud based technology on several factors including the five essential characteristics defined by the National Institute of Standards and Technology (NIST), Note that the absence of one or more of these characteristics is not viewed as a final deciding factor when determining if a service is Cloud based. Cloud Computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources that can be rapidly provisioned and released with minimal management effort or service provider interaction.

- 11.1 The use of a multi-tenant environment is prohibited for hosting Confidential Information, unless a risk assessment has been performed and the appropriate Anthem Information Security approved risk mitigating controls are in place.
- 11.2 Logical controls, virtual machine zoning, virtualization security and segregation must be in place to help prevent attacks and exposure in multi-tenancy environments.
- 11.3 Anthem Confidential Information must be segregated from non-Anthem Information so that appropriate controls are in place to identify the data as Anthem's in all instances, including backup and removable media, and to appropriately restrict access to only users authorized to view the data. Logical separation must allow data to be deleted when it is no longer required
- 11.4 Anthem Confidential Information included in a cloud computing-based environment must be protected with Anthem Approved Cryptographic Controls in transit, storage, and at rest. Appropriate Encryption key management must also be provided.
- 11.5 All Anthem data hosted in a cloud environment must remain on US-based systems and may not be stored outside of the United States.
- 11.6 The Cloud Service Provider (CSP) must provide a detailed mechanism for how litigation holds will be implemented. This will include how metadata will be created, accessed, and stored in the cloud environment.
- 11.7 Cloud Service Providers must undergo an annual independent audit by an accredited auditing firm covering the scope of Anthem data. Results of this audit must be provided to Anthem along with associated remediation decisions and activities, if applicable.
- 11.8 In the event Cloud Service Provider is not able to continue providing Services, then arrangements will be made for Anthem to receive its Confidential Information back from the CSP.
- 11.9 Incident response roles and responsibilities must be clearly outlined between the cloud service provider and Anthem or CSP and Supplier as appropriate.

- 11.10 Quarterly vulnerability scans must be performed, and intrusion detection and identity management systems must be installed on all systems and components that handle, process, or store Anthem data. Upon request, report summaries, including confirmation of remediation for vulnerabilities identified as high- or medium-risk, must be provided to Anthem Information Security.
- 11.11 When virtual machines or instances are no longer used, moved from one physical server to another, or have been decommissioned, all data must be zeroed or destroyed using Information Security approved techniques.
- 11.12 The CSP must be able to enforce the account management capabilities, such as account lockouts for unsuccessful logon attempts, defined inactivity times, remote access allowances, specific success and failure events, and management of elevated privilege accounts.
- 11.13 All identity credentialing, authentication, authorization, and access control events must be logged and those logs are subject to periodic audit. At a minimum, the CSP must produce logs of all specified success and failure events associated with identity and access management in the cloud environment it manages. These logs must then be archived for at least twelve months. These archived logs must be searchable and or discoverable.
- 11.14 The CSP must conduct access reviews quarterly for privileged user accounts and twice yearly for non-privileged user accounts.

SECTION 12. ENTERPRISE STANDARDS GOVERNANCE

- 12.1 If upon review by Anthem's Enterprise Standards Governance, items are identified for remediation, such remediation must be completed in agreed upon timeframes.

SECTION 13. CONTINGENCY PLANNING

- 13.1 Supplier will have documented Business Continuity and Disaster Recovery plans in place that include information security controls. Such plans will be tested at least annually.

SECTION 14. INCIDENT RESPONSE

- 14.1 Supplier will have documented Incident Response Plan. Such plan will be tested at least annually.

SECTION 15. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

- 15.1 If, in performing services to or on behalf of Anthem, Supplier acts as a Merchant as defined by the Payment Card Industry Data Security (PCI DSS) standard, then Supplier agrees to comply with the applicable PCI DSS requirements.