

DATA EXTRACT AGREEMENT

This Agreement is among Blue Cross and Blue Shield of Kansas City, an independent licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (“Company”) and Premise Health Holding Corp., on behalf of its wholly-owned subsidiary, CareHere, LLC (“Contractor”).

WHEREAS, Company contracts with employers as plan sponsors (“Groups”) to provide health insurance or health insurance claims administration and related services for certain group health plans (“Plans”),

WHEREAS, a Group contracted with Company desires Contractor to have access, on Group’s behalf, to a subset of data (“Data”) maintained by Company related to the Plans’ beneficiaries, which may include Protected Health Information (“PHI”), as that term is defined under Health Insurance Portability and Accountability Act of 1996 and implementing regulations found at 45 C.F.R. Parts 160 to 164, as amended (“HIPAA”),

WHEREAS, Group has instructed Company to provide such Data to Contractor, and

WHEREAS, this access is to be limited to that which is reasonably necessary to perform Contractor’s duties to the Plans, which Contractor warrants are for purposes of the treatment, payment or health care operations of the Plans.

NOW, THEREFORE, in mutual consideration of the above recitals, the terms and conditions below and such other consideration, the receipt and sufficiency of which is hereby acknowledged Contractor and Company hereby agree to the following:

1. The Parties acknowledge that Contractor and Company both function as a Covered Entity under the Agreement and the limited purpose of this Data Extract Agreement is to address only the Plan’s eligibility file being transmitted to Contractor for determining the patients’ health plan coverage for treatment, payment or health care operations as defined in 45 CFR 164.506.

2. The Parties acknowledge that when the Company’s eligibility file is uploaded to the Contractor’s EMR, it becomes part of the patient’s medical record for which Contractor is fully responsible and this Agreement shall no longer apply to such information.

3. **Grant of License.**

(a) Company’s limited purpose in providing the Data to Contractor is to allow Contractor to provide analyses, reporting or other services to Group on eligible employees and dependents of employees in Group who are enrollees in Company products, or for other services as contracted by Group and described on a Release of Business Information to a Third Party form similar to **Appendix A** provided to Company by Group (“Services”). Subject to Contractor’s compliance with the terms, restrictions and conditions set forth herein, Company

hereby grants to Contractor a non-exclusive, non-transferable right and license to use, reproduce, adapt, perform, compile, display, incorporate and modify the Data for the purpose of providing such Services. As between Company and Contractor and subject to the terms of this Agreement, Company owns all right, title and interest in and to the Data and reserves all rights to use and/or license the Data, or any extract of the Data.

(b) Contractor is granted a limited right to combine the Data with other such data received from other sources for use as a benchmark or other similar purpose to perform broader analyses for Group (“Additional Use”) to the extent such Additional Use has been requested by the Group and reported to Company on the applicable Release of Business Information to a Third Party form. Provided, however, that due to wide variations among Company’s plans in covered benefits, enrollment demographics, claims experience, and other variables, when using a Data for such Additional Use the Contractor will not identify or represent the Data as pertaining to a specific Company plan, nor indicate or imply that the Data is representative or typical of Company or Company plans. Further, notwithstanding the foregoing, neither Contractor nor Group are permitted to combine any elements of the Data related to pricing, allowed amounts, or other confidential and proprietary information of Company (“Pricing”) with other such data received from other sources or to extract Pricing from any Data.

(c) In using and disclosing the Data for the purposes of this Agreement (e.g., aggregation, analysis, reporting, etc.), Contractor may not alter the underlying raw Data in any manner.

(d) Contractor may not disclose Data to any Subcontractor or other third party for performance of services on behalf of Plan(s) without prior written consent of Company. Further, any such subcontractor or third party must execute a data extract agreement or agree in writing to be bound to the terms of this Agreement prior to receiving any Data from Group, Contractor, or Company.

(e) Contractor is not permitted to sell the Data or any extract of the Data.

(f) In addition to the restrictions set forth in this Agreement, Contractor will use and disclose the Data in compliance with: (a) all federal, state and local laws, statutes, rules, regulations and ordinances, and (b) all applicable privacy and data security laws, rules and regulations.

4. Restrictions on Use and Disclosure.

(a) Contractor warrants that it will only use Data disclosed to it for purposes of the treatment, payment or health care operations of the Plan(s), consistent with limitations under Section 2 of this Agreement, and will not use, access, release or disclose such Data for any improper, unlawful, or otherwise unauthorized purpose or to identify any individual participant or beneficiary for such a purpose.

(b) Contractor warrants that only aggregate data will be disclosed to Group and that neither the form nor the method of disclosure or presentation of any data to Group will contain personally identifiable information of any of Group’s employee’s or dependents. To the extent any aggregate data provided by Contractor may be re-identified by Group or personally

identifiable information will be provided to Group, Contractor will only disclose such information where Group is in compliance with requirements of 45 C.F.R. 164.504(f) and 164.314(b).

(c) Contractor agrees to use any Data provided by Company only as permitted by its contract with Group and not for any extra-contractual or unlawful purposes.

5. Data Extraction.

(a) Contractor requests that Company disclose Data described in the Release of Business Information to a Third Party form completed by Group for the purpose described on the same form. Contractor agrees to coordinate with Group to update information on such forms or complete new forms as may be necessary to reflect current Data requested and/or current uses of the Data.

(b) Contractor warrants that any PHI requested as part of the Data has been limited to the minimum amount of information necessary to accomplish the purpose(s) of the disclosure, consistent with 45 C.F.R. § § 164.502(b)(1) and 164.514(d)(4).

(c) Contractor understands and agrees that Group is solely responsible for determining whether an authorization is required from participants and beneficiaries to permit the disclosure of Data to Group and/or Contractor. If PHI is requested and Contractor is performing services that do not fall under treatment, payment, or health care operations, Contractor warrants that, if authorizations are required under HIPAA or other law, Group has obtained the authorizations from all of Group's participants and beneficiaries.

(d) Federal rules (42 C.F.R. Part 2) prohibit Company from making any further disclosure of information that is received from a substance abuse treatment program and identifies an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose (see 42 C.F.R. § 2.31). Contractor warrants that either (i) the Data requested does not include any information subject to 42 C.F.R. Part 2 or (ii) Contractor has confirmed with Group that authorizations required under 42 C.F.R. Part 2 have been obtained from individuals to allow Contractor to receive this information.

(e) Company has the right, in its reasonable business judgment, to decline to provide Data to Contractor for any particular Group or to limit the Data extracted for any particular request. Company will discuss any proposed refusal or limitation of Data for extraction with the Group, Group's broker and Contractor.

6. Notice. Contractor will report to Company, as soon as reasonably practicable, but not later than within five (5) business days following the discovery by Contractor, of any security incident or impermissible or unauthorized acquisition, access, use or disclosure of Data not provided for in this Agreement or not permitted under HIPAA, including, but not limited to, breach of unsecured PHI, as defined by 45 C.F.R. § 164.402 (Breach). Such notification is in

addition to any other notifications required of Group or Contractor under applicable state or federal law. Group and Contractor are each solely responsible for their own notification obligations to individuals or other third parties as may be required under 45 C.F.R. 164 Part D or any other state or federal law and Company assumes no responsibility for these notifications.

7. Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the date executed or the first date on which Contractor receives Data from Company, whichever occurs first, and shall continue in effect until all obligations of the parties have been met, including return or destruction of all Data in Contractor's possession (or in the possession of Contractor's agents and subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement are designed to safeguard Data, shall survive expiration or other termination of any other engagement between the parties, and shall continue in effect until Contractor has performed all obligations under this Agreement.

(b) Termination for Cause. If Contractor violates any term of this Agreement, the Company may, in its sole discretion, (i) allow Contractor to cure the violation on such terms at such times as Company may determine, or (ii) immediately terminate the Agreement upon notice to Contractor.

(c) Obligations Upon Termination.

(i) Upon termination of this Agreement for any reason, Contractor shall return to Company or, if agreed to by Company, destroy all Data Contractor has received from Company or created, maintained, or received from or on behalf of Group, including any Data in the possession of Contractor's agents or subcontractors.

(ii) Where return or destruction of Data is not reasonably feasible, Contractor shall notify Company of such retention and continue to use appropriate safeguards, comply with the HIPAA Regulations, and adhere to the terms of this Agreement with respect to Data for as long as Contractor retains the Data.

8. Indemnification.

(a) Contractor shall defend, indemnify, and hold Company (as well as its parent companies, affiliates, directors, officers, employees, agents, subsidiaries, successors and assigns) harmless from and against all claims, demands, causes of action, penalties, fines losses, damages, costs, and attorneys' fees, and all legal and equitable liability whatsoever arising out of or relating to (i) Contractor's breach of this Agreement; (ii) Contractor's Breach; (iii) Contractor's negligent, improper, unlawful, or otherwise unauthorized or impermissible access, use, release or disclosure of the Data or other information acquired under this Agreement, or (iv) the breach, Breach, or unauthorized or impermissible access, use, release, or disclosure of Data or other information acquired under this Agreement by Contractor's directors, officers, employees, agents, contractors, subcontractors, parent companies, affiliates, subsidiaries, successors or assigns.

(b) Contractor waives any governmental, charitable, or other immunity, claim or defense available to them under any state or federal law, statute, or regulation related to or governing Contractor.

(c) Contractor shall not settle a claim or fail to defend a claim under this paragraph unless Company has consented thereto. The Indemnifying Party will have the right at its expense to employ counsel reasonably acceptable to the Indemnified Party to defend against the claim but not to settle the claim. If the Contractor does not defend a claim or proceeding within fifteen (15) days after receipt of notice thereof, Company will be free to investigate, defend, compromise, settle or otherwise dispose of the claim or proceeding and be reimbursed for all costs associated therewith by Contractor. In any such circumstance, Contractor shall be liable for all costs, expenses, and attorneys' fees related to the defense, all settlements and judgments, all necessary bonds, and all costs, expenses, and attorneys' fees related to collection or enforcement of these indemnity provisions.

9. Disclaimer of Warranty.

CONTRACTOR UNDERSTANDS AND AGREES THAT COMPANY PROVIDES ALL INFORMATION "AS IS". EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE DATA, AND/OR ANY EXTRACTS THEREFROM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, CORRECTNESS, ACCURACY, COMPLETENESS, COMPREHENSIVENESS, NON-INFRINGEMENT, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).

CONTRACTOR ALSO UNDERSTANDS AND AGREES THAT COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE DISCLOSURE OF PHI TO OR THE ANTICIPATED USES OF ANY PHI BY CONTRACTOR COMPLIES WITH APPLICABLE LAW, THE APPLICABLE NOTICE OF PRIVACY PRACTICES, OR WITH THE PLAN DOCUMENT(S).

10. Intellectual Property Claim Remedies. If the Data, any extract or portion thereof, or any method of collection thereof, becomes the subject of any claim or action that it violates the patent, trade secret, copyright, privacy, publicity, or other proprietary right of any other person or entity, then Company, at its option and expense, may either: (i) procure for Contractor the right to continue using the Data; (ii) modify the Data to render it non-infringing; or (iii) replace the Data or any portion thereof with equally suitable, functionally equivalent, compatible, non-infringing data. If none of the foregoing is, in Company's sole discretion, commercially feasible, Company may terminate this Agreement. This paragraph states the Company's total liability with respect to any claim that the Data, any extract or portion thereof, or any method of collection thereof violates the patent, trade secret, copyright, privacy, publicity, or other proprietary right of any other person or entity.

11. Miscellaneous.

(a) Non-Assignment. Neither this Agreement nor the license granted hereunder, nor any rights or obligations set forth herein, may be assigned, delegated or otherwise transferred, by Contractor to any third party without the express prior written consent of Company.

(b) Off Shore Restrictions. Contractor warrants that neither they, nor any agent or subcontractor will transmit, export, or maintain Data beyond the borders of the United States of America for any purpose or permit anyone located outside the borders of the United States of America access to Data received under this Agreement (“Off-Shore Transfer”) without prior written consent of Company. To the extent such Off-Shore Transfer is permitted, Contractor agrees to indemnify and hold Company (as well as its parent companies, affiliates, directors, officers, employees, agents, subsidiaries, successors and assigns) harmless from and against all claims, demands, causes of action, penalties, fines losses, damages, costs, and attorneys’ fees, and all legal and equitable liability whatsoever arising out of or relating to the Off-Shore Transfer or any actions or omissions by a subcontractor located outside the borders of the United States of America.

(c) Severability. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions hereof will remain in full force and effect and this Agreement will be construed and performed as if it did not contain the invalid or unenforceable provision. If however, the invalid or unenforceable provision destroys the objects of this Agreement, the Agreement will be terminated.

(d) Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same agreement.

(e) Waiver. Neither the failure nor any delay by either party to exercise any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. In the event that a party does waive any breach of any provision of this Agreement, such waiver will not be deemed or construed as a continuing waiver of any breach of the same or different provision.

(f) Governing Law. This Agreement shall be governed exclusively by the applicable laws of the United States and by the laws of the State of Missouri, without regard to any provisions of conflict of laws. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL AND CONSENT TO A BENCH TRIAL BEFORE A JUDGE.

(g) Attorneys’ Fees. If litigation between the parties arises out of or relates to this Agreement, the prevailing party of any such litigation will be entitled to recover from the other party its reasonable attorneys’ fees and other costs incurred in such litigation.

(h) Injunctive Relief. The parties acknowledge and agree that either party cannot be adequately compensated in money damages in the event of any breach of this Agreement by the other party and agrees that, in addition to its right to terminate this Agreement or any other

remedies hereunder, the non-breaching party will be entitled to an order enjoining any further such use or disclosure of Data and shall not be required to post any bond in connection therewith.

(i) Compliance with Current Laws; Adverse Change in Law. This Agreement, including all its exhibits, schedules and/or attachments, is intended to comply with all federal and state statutes and regulations applicable to this Agreement (“Current Laws”). In the event this Agreement will be determined not to be in full compliance with, or to be in direct violation of, any Current Law by a court of competent jurisdiction, or by a federal or state regulatory agency having jurisdiction over the subject matter, the parties agree to take such action as is necessary to amend this Agreement to conform with the minimum requirements of the applicable Current Laws. If legislation is enacted, regulations are promulgated or a decision of a court is rendered that, in the opinion of Company’s or Contractor’s legal counsel affects or may affect the legality of this Agreement, or adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder (“Adverse Change in Law”), the parties agree to take such action as is necessary to amend this Agreement in order to conform with the minimum requirements of the applicable Adverse Change in Law.

(j) Survival. Sections 6, 7(c), 8, 9, 10, 11(e), 11(f), and 11(g) will survive the termination of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

KS PREMISE HEALTH HOLDING CORP.

DocuSigned by:
Signature: William D. Wright
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By: William D. Wright

Title: General Counsel

Date: 01/19/2022

BLUE CROSS AND BLUE SHIELD OF KANSAS CITY

Signature: Scott McAdams
Scott McAdams (Jan 20, 2022 16:40 CST)

By: Scott McAdams

Title: Sr. Vice President

Date: January 20, 2022

**DATA EXTRACT AGREEMENT – APPENDIX A
RELEASE OF BUSINESS INFORMATION TO A THIRD PARTY FORM**

Group Name Raytown Quality Schools Contact Person _____

Contractor Premise Health Holding Corp.
Contact Person Leon Mai

1. Group has previously agreed to certain requirements related to “Requested Disclosures of Data” that it may make from Company, including compliance with HIPAA and protection of Company proprietary information;

2. Contractor has entered into a Data Extract Agreement with Company regarding Data that it may receive from Company on behalf of Group, including compliance with HIPAA and protection of Company proprietary information;

3. Group requests that Company provide Data described in this Third Party Contractor Data Request to Contractor on behalf of Group and subject to the terms of the agreements independently entered into between Group and Company and between Contractor and Company.

4. The Data is being provided to Contractor for the following purpose: treatment, payment and health care operations

5. Group requests that the Data be provided on the following frequency:

- _____ One time
- _____ Monthly
- _____ Annually
- x Other weekly

6. Group requests that Company provide the following Data (insert data fields or description of data requested):
Eligibility Data

Authorized by Group: *Steve Shelton*
Steve Shelton (Jan 26, 2022 15:59 CST)

Printed Name and Title: Steve Shelton, Associate Superintendent

Date: 01/22/2022

Premise Health DEA

Final Audit Report


2022-01-20

Created:	2022-01-20
By:	Erin Johnson (erin.johnson@bluekc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARZUtbMabpfrvxLGM2FLiYo-VN3SQ-V


"Premise Health DEA" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

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 Document created by Erin Johnson (erin.johnson@bluekc.com)


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 Document emailed to Scott McAdams (scott.mcadams@bluekc.com) for signature

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 Email viewed by Scott McAdams (scott.mcadams@bluekc.com)

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 Document e-signed by Scott McAdams (scott.mcadams@bluekc.com)

Signature Date: 2022-01-20 - 10:40:53 PM GMT - Time Source: server- IP address: 66.6.122.75

 Agreement completed.

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