

## CAREKINESIS TERMS OF SERVICE

Effective Date: January 9, 2020

These TERMS OF SERVICE (“**Terms**”) are entered into between your PACE Organization (“**PACE**”) and Tabula Rasa HealthCare Group, Inc., d/b/a CareKinesis, a service of CareVention (“**CK**”), individually a “**Party**” and together, the “**Parties**.” These Terms, together with the Pharmacy Services Agreement and Statement of Work, form the agreement (“**Agreement**”) between the Parties.

### **RECITALS**

CK provides medication care management and pharmacy-related services for health care programs, including PACE programs. PACE is engaged in providing comprehensive medical and social services, including medication-related services to the elderly. The Parties desire for CK to deliver certain of these services, as set forth in the applicable statement of work, to PACE.

In consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. CK shall provide to PACE the services set forth on the statement of work entered into by the Parties (“**SOW**”), which is hereby incorporated herein by reference. The SOW shall set forth the applicable services (“**Services**”), and related pricing and additional operational terms.
2. Subcontractors. CK shall have the right to subcontract the Services to its affiliates. To the extent that any Services hereunder are performed by CK subcontractors or agents, CK shall ensure that the activities of such subcontractors or agents are in compliance with CK’s obligations under this Agreement.
3. Payment Terms. Unless otherwise set forth in the SOW, PACE shall pay all CK invoices within thirty (30) days of receipt. CK may charge interest to PACE on any overdue invoice at a rate of 1.5% per month or the maximum amount allowable by law, whichever is less. CK shall hold harmless CMS, the state PACE administering agency, participants, participants’ families, and participants’ estate if PACE does not pay for the Services.
4. Term and Termination. The term of this Agreement shall commence on the Effective Date (“**Effective Date**”) and expire three (3) years after the Effective Date (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive three-year (3) terms (each a “**Renewal Term**” and, together with the Initial Term, the “**Term**”) unless written notice is given by either Party of its intent not to renew at least one-hundred and eighty (180) days before the end of the Initial Term or any Renewal Term. Notwithstanding the Term or any Renewal Term, the terms of this Agreement shall apply to the SOW with a term longer than the Initial Term or any Renewal Term. Either Party may terminate this Agreement for a material breach by the other Party of any provision of this Agreement if the breach is not cured

within sixty (60) days of the delivery of written notice by the non-breaching Party (except such cure period shall be thirty (30) days for failure to pay undisputed invoices by the due date, or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

5. Compliance with Laws. The Parties shall comply with all applicable laws, regulations, and rules, the Medicare/Medicaid Addendum attached hereto, as well as any other requirements that may be imposed by the Center for Medicare and Medicaid Services or another applicable government authority including, without limitation, HIPAA, HITECH, and state and federal laws designed to prevent fraud waste and abuse such as the Federal False Claims Act and the Federal Anti-Kickback Statute.
6. Exclusivity. PACE acknowledges and understands CK invests and incurs significant expenses to commence and carry out the services contemplated by this Agreement. Therefore, PACE agrees, during the Initial Term or any Renewal Term, it shall not, without the advance knowledge and approval of CK, enter into a contract for similar services with any third party. Violation of this provision shall be deemed a material breach of this Agreement.
7. System Integrity. The Parties acknowledge and agree the safety and success of certain of the Services involves the aggregation of multiple clinical, scientific and technological components. The Parties further acknowledge and agree when components of certain Services are removed from a product or Service offering, the integrity of certain Services is put at risk and, accordingly, the health and welfare of PACE participants receiving certain Services delivered through CK's system are also put at risk. Accordingly, PACE agrees it shall not, in any way, change the array of Services or modify the workflows of CK hereunder without the express, advance written approval of CK.
8. Indemnification.
  - i. Indemnification by CK. CK shall indemnify, defend and hold harmless PACE and its affiliates, and each of their respective directors, officers, employees and agents (collectively, the "**PACE Indemnitees**") from and against any and all damages, liabilities, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees (collectively, "**Losses**"), incurred by any PACE Indemnitee in connection with any claim, demand, action or proceeding brought by a third party (each, a "**Claim**") arising from (a) the gross negligence, willful misconduct or fraud by CK, or (b) infringement of third party intellectual property rights in connection with the performance of the Services; provided, however, that CK shall have no obligation to indemnify any PACE Indemnitee for Losses pursuant to this Section to the extent that such Losses arise from (1) the negligence, willful misconduct or fraud by PACE or any PACE Indemnitee or (2) a breach of any of PACE's obligations, covenants, representations or warranties under this Agreement.
  - ii. Indemnification by PACE. PACE shall indemnify, defend and hold harmless CK and its affiliates, and each of their respective directors, officers, employees and agents (collectively, the "**CK Indemnitees**") from and against any and all Losses incurred by

any CK Indemnatee in connection with any Claim arising from (a) the provision of Services by CK in compliance with the terms of this Agreement, (b) the negligence, willful misconduct or fraud by PACE or any PACE Indemnatee, or (c) a breach of any of PACE's obligations, covenants, representations or warranties under this Agreement; provided, however, that PACE shall have no obligation to indemnify any CK Indemnatee for Losses pursuant to this Section to the extent that such Losses arise from (1) the gross negligence, willful misconduct or fraud by CK, or (2) a breach of any of CK's obligations, covenants, representations or warranties under this Agreement.

iii. Indemnification Procedure.

- a. The Party seeking indemnification (the "**Indemnified Party**"), agrees to notify the Party against whom indemnification is sought (the "**Indemnifying Party**") in writing within thirty (30) days of receipt of notice of any Claim in respect of which indemnity may be sought under such section, which notice shall assert such indemnification claim and set forth in reasonable detail the basis for indemnification (such notice, the "**Indemnification Notice**"). The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying Party.
- b. The Indemnifying Party shall be entitled to participate in the defense of any Claim and, subject to the Indemnifying Party's delivery of written notice thereof to the Indemnified Party within thirty (30) days after the Indemnifying Party's receipt of the Indemnification Notice, or within such shorter period as may be required to timely respond to such Claim, shall be entitled to control and appoint lead counsel reasonably satisfactory to the Indemnified Party for such defense, in each case at its own expense. If the Indemnifying Party does not assume control of such defense, the Indemnified Party shall have the right to control such defense at the Indemnifying Party's reasonable expense. The party not controlling such defense may participate therein at its own expense; provided that (i) if the Indemnifying Party assumes control of such defense and the Indemnified Party reasonably concludes, based on advice from counsel, that the Indemnifying Party and the Indemnified Party have conflicting interests with respect to such Claim, the reasonable fees and expenses of counsel to the Indemnified Party solely in connection therewith shall be considered Losses for purposes of this Agreement and (ii) in no event shall the Indemnifying Party be responsible for the fees and expenses of more than one counsel for all Indemnified Parties. The Party controlling the defense shall keep the other Party advised of the status of such Claim and the defense thereof and shall consider recommendations made by the other Party with respect thereto. Each Party shall cooperate, and cause their respective affiliates to cooperate, in the defense or prosecution of any Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

- c. The Indemnified Party shall not agree to any settlement of a Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of such Claim if the settlement does not release the Indemnified Party and its affiliates from all liabilities and obligations with respect to such Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party or any of its affiliates or involves an admission of fault or wrongdoing by an Indemnified Party.
9. Warranty; Disclaimer of Warranty. CK represents and warrants that (i) the Services will be performed in a professional and workmanlike manner and conform to any applicable specifications set forth in the SOW, (ii) it will comply with all applicable laws rules and regulations in connection with the performance of the Services. PACE represents and warrants that it will comply with all applicable laws rules and regulations in connection with the receipt of the Services and use of any deliverables. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
10. Limitation of Liability. Neither party shall be liable to the other party for any incidental, indirect, consequential, punitive or special damages, including lost profits, arising out of this Agreement with respect to a party's performance or non-performance of this Agreement; provided, however, the foregoing limitation of liability shall not limit in any way a party's indemnification obligations. Notwithstanding anything to the contrary contained herein, CK's maximum liability under this Agreement shall be limited to the aggregate amount paid by PACE to CK under this Agreement during the twelve (12) month period immediately preceding the date of the event occurred that gave rise to the liability.
11. Notices. Under this Agreement, all required notices shall be given by a national-recognized overnight courier service, with delivery confirmation and receipt, and sent to the addresses set forth for each Party on the signature page of this Agreement.
12. Confidentiality.
  - i. Definition of Confidential Information. For purposes of this Agreement, "**Confidential Information**" shall mean (i) all information and data relating to the other Party or its business (including, without limitation, its businesses, operations, plans, personnel, finances, products and services) that is disclosed by or on behalf of such Party to the other Party (or its designee), either orally, electronically, visually or in writing in connection with this Agreement; (ii) all copies of such information; and (iii) the terms of this Agreement. Confidential Information shall not include Protected Health Information (as defined below), which shall be governed by the Parties' Business Associate Agreement.
  - ii. Definition of Highly Confidential Information. The term "**Highly Confidential Information**" shall mean all documents, data and information exchanged, both written

and oral and provided in any medium which contains, discusses, or pertains to pricing data and strategies (including managed care pricing), contracts or contract terms, competitively sensitive business development initiatives and marketing strategies, and cost, price and actuarial data and analyses and shall include, without limitation, profit margins, price lists, provider rates and supply terms, customer lists, pricing plans, and competitively sensitive strategic, promotional, or advertising plans.

- iii. Exclusions. Confidential Information and Highly Confidential Information shall not include information (as demonstrated by contemporaneous documentation) that: (i) was known by the receiving Party prior to its receipt from the disclosing Party, without obligation of confidentiality; (ii) is or becomes public knowledge, other than through acts or omissions in breach of a confidentiality obligation; (iii) is developed by the receiving Party independently of the Confidential Information or Highly Confidential Information received from the other Party hereunder; or (iv) is lawfully obtained by the receiving Party without any restriction on use and disclosure from sources independent of the other Party who have a lawful right to disclose such information without restriction.
- iv. Obligations. Unless otherwise expressly permitted by this Agreement, or otherwise agreed to in writing by the disclosing Party, the receiving Party shall keep confidential and shall not publish or otherwise disclose or use for any purpose any Confidential Information or Highly Confidential Information of the disclosing party. The receiving Party shall notify the disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or Highly Confidential Information of the disclosing Party. These confidentiality obligations shall survive the expiration or any earlier termination of this Agreement.
- v. Use and Disclosure of Highly Confidential Information. Each of the Parties agrees that Highly Confidential Information shall be used and disclosed only on a need to know basis and only after the respective Party, with assistance from counsel, establishes an appropriate method for disclosure of Highly Confidential Information, including identification of the persons in a Party's organization to whom disclosure of Highly Confidential Information will be made. Each Party further agrees that under no circumstances shall any Highly Confidential Information be disclosed to any other person in its respective organization with direct responsibility for pricing, marketing, sales, contracting with third parties, business development or promotional activities. The purpose and intent of this section is to prevent the disclosure of information that may be competitively sensitive to any person affiliated with a Party with responsibility for pricing or promoting any service line or business which may be deemed to be included within the same relevant market for antitrust law purposes as the engagement covered by this Agreement. Highly Confidential Information shall otherwise be treated in the same manner as other Confidential Information hereunder and shall be subject to the additional provisions of these confidentiality obligations.
- vi. Authorized Uses and Disclosures. Notwithstanding the foregoing, the receiving Party may use and disclose Confidential Information as follows:

- a. to fulfill its obligations under this Agreement;
  - b. to provide to lawyers, tax advisors, and government agents for business operational purposes; provided however, that such Party shall take all reasonable steps to limit the disclosure of the Confidential Information outside such persons and to otherwise maintain the confidentiality of the Confidential Information;
  - c. if required by applicable law, rule, or regulation (including without limitation to comply with the order of a governmental agency or a court of competent jurisdiction); provided, however, that such Party shall, to the extent permitted by law, promptly provide written notice thereof to the disclosing Party, consult with the disclosing Party with respect to such disclosure and provide the disclosing Party a reasonable opportunity to object to any such disclosure or to seek a protective order or other appropriate remedy.
- vii. Return of Confidential Information. At the disclosing Party's written request, the receiving Party shall either (at the disclosing Party's option) return all electronic and documentary Confidential Information and Highly Confidential Information of the disclosing Party that is in the possession of the receiving Party or destroy all of such Confidential Information and Highly Confidential Information, including any copies thereof. At the disclosing Party's request, the receiving Party shall certify to its compliance with this Section. Notwithstanding the foregoing, the receiving Party may retain one copy of the disclosing Party's Confidential Information and Highly Confidential Information disclosed to the receiving Party hereunder for archival purposes (and for no other use), subject to the ongoing obligation to maintain the confidentiality of such information in accordance with the terms of this Agreement.
- viii. Remedy. Each Party acknowledges that the unauthorized disclosure or use of the other Party's Confidential Information or Highly Confidential Information may cause irreparable harm for which damages at law may not be an adequate remedy. Accordingly, the disclosing Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement prohibiting disclosure of its Confidential Information and/or Highly Confidential Information or use thereof in a court of competent jurisdiction in addition to seeking any and all other remedies available to the disclosing Party under this Agreement, at law or in equity.
13. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.
14. Arbitration. If there is any dispute between the Parties, either Party may initiate “**meet and confer**” process by written notice to the other Party of the existence and nature of the dispute (“**Meet and Confer Notice**”). Except as otherwise agreed by the Parties, the Parties shall meet and confer in good faith within fifteen (15) days of the Meet and Confer Notice to resolve any disputes or disagreements between them. Any controversy or claim arising out of or relating to this Agreement that has not been resolved by means of the meet and confer process within thirty (30) days of the Meet and Confer Notice (or such longer time as the Parties shall agree on) shall be finally settled by arbitration under the rules of the American Health Lawyers

Association (“**AHLA**”) Dispute Resolution Service utilizing one (1) arbitrator who shall be chosen by mutual agreement of the Parties from a list of arbitrators maintained by the AHLA. Arbitration shall be heard in Burlington County, New Jersey. The arbitration award shall include written findings of fact, a summary of the evidence and reasons underlying the decision and conclusions of law. The arbitration proceedings and arbitration award shall be maintained by the Parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the Parties’ respective attorneys, tax advisors and senior management. The arbitrator shall have the power to award equitable relief, including specific performance of the terms and conditions of this Agreement and/or injunctive relief. In all cases submitted to arbitration, the Parties agree to share equally the administrative fee as well as the arbitrator’s fee, if any, unless otherwise assessed by the arbitrator. Nothing in this Section shall be interpreted as preventing either Party from seeking equitable relief from a court of competent jurisdiction against the other Party at any time.

15. Publicity. Following the execution of this Agreement by both Parties, CK may issue a press release regarding this Agreement and its general terms, including the use of the name of PACE. CK may file such press release with the SEC.
16. Amendment. This Agreement may be amended only by written agreement of PACE and CK, except that either party may unilaterally change its own address for receiving notices under this Agreement, upon written notice to the other party.
17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes and incorporates all prior written and oral statements and understandings related thereto.
18. Severability. In the event that one or more of the provisions contained in this Agreement are declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either Party's rights and benefits hereunder.
19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be signed and transmitted by Portable Document Format (PDF) with the same force and effect as if such counterpart were an ink-signed original.
20. Conflicting Provisions. Wherever the terms and/or conditions of this Agreement conflict with any other contract or agreement between the Parties, whether written or oral, the terms of this Agreement shall govern and control unless specifically agreed upon by the Parties.
21. Insurance. Both Parties shall maintain that amount of insurance necessary to protect the other against any claims for which it may be indemnified under this Agreement. At a minimum, each Party shall maintain, at all-times during the Initial Term or any Renewal Term, professional and general liability insurance with limits of not less than One Million

(\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars in the aggregate per policy year through responsible companies.

22. Independent Contractor. No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent contractors contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties, nor any of their respective employees or agents, shall be construed to be the agent, employee or representative of the other, nor will either Party have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party.
23. Ownership of Work Product. As between the Parties, all copyrights, patents, trade secrets and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed, created or used by CK or its subcontractors or agents during the course of performing Services or activities under this Agreement, including any software provided in connection with the Services, shall belong exclusively to CK. Access to any software is provided to PACE only to allow PACE to exercise its rights under this Agreement, and no implied license or right not expressly set forth in this Agreement is granted to PACE.
24. Right to Data.
  - i. PACE Data. In connection with the services provided to PACE under this Agreement and the obligations and activities undertaken by CK pursuant to this Agreement, CK may collect and maintain all data provided by PACE and/or collected or obtained by CK (“**PACE Data**”). CK shall maintain all personally identifiable aspects of all PACE Data as confidential pursuant to this Agreement. All third parties authorized by CK which may have access to PACE Data shall be under obligations of confidentiality to maintain such data as confidential pursuant to this Agreement. PACE agrees to and does hereby grant to CK a non-exclusive irrevocable, perpetual, transferrable, fully paid worldwide right and license to gather, assemble, compile, modify, reproduce, and perform the PACE Data and to display, release, use, disclose, commercialize, assign, convey, sell, lease, license or transfer any de-identified PACE Data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
  - ii. PACE Obligations on PACE Data. PACE agrees to comply with all applicable confidentiality and security laws and requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations, and state and federal security breach notification laws and regulations and shall be responsible for obtaining any and all required consents or authorizations from the patients prior to CK receiving any PACE Data.
  - iii. CK Data. All data provided to PACE by CK is the sole property of CK. CK has the right to use, collect, store, create, aggregate, mine, analyze, modify, commercialize, assign, convey, sell, lease, license or transfer CK Data in any form, for any purpose and



in any manner. Any CK data provided to PACE shall be subject to limitations and restrictions imposed by this Agreement and CK's Privacy Policy.

- iv. Outcomes Collection and Collaboration. At the request of CK, PACE shall cooperate and collaborate with CK in the collection and assessment of outcomes data necessary to demonstrate the efficacy and value of the Services.
25. Force Majeure. If any Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lockouts, labor troubles, restrictive governmental or judicial orders or decrees, riots, insurrection, war, acts of God, inclement weather or other reason or cause reasonably beyond such Party's control (a "**Force Majeure Event**"), then performance of such act shall be excused for the duration of such Force Majeure Event. The Party that is delayed in, hindered in or prevented from performing hereunder as a result of the Force Majeure Event (the "**Force Majeure Party**") shall provide notice to the other Party of the commencement and termination of the Force Majeure Event. Notwithstanding the foregoing, the Force Majeure Party shall take reasonable, diligent efforts to mitigate or remove the condition constituting such Force Majeure Event or to avoid its effects so as to resume performance as soon as practicable, and performance shall not be excused or extended to the extent that the Force Majeure Party reasonably could have mitigated or removed the condition to allow continued performance hereunder. If the suspension of performance continues for sixty (60) days after the date of the occurrence of the Force Majeure Event, and the failure to perform by the Force Majeure Party would constitute a material breach of this Agreement in the absence of such Force Majeure Event, then the other Party shall have the right to terminate this Agreement, in which case the Force Majeure Party shall not have any liability to such other Party for such suspension of performance as a result of the Force Majeure Event.

*(Remainder of page left blank intentionally)*

## ATTACHMENT A

### Medicare and Medicaid Addendum

To the Pharmacy Services Agreement between CK and PACE

This Medicare and Medicaid Addendum (“**Addendum**”) is incorporated into and made part of that certain Pharmacy Services Agreement (the “**Agreement**”) by and between PACE (“**PACE**”) and Tabula Rasa HealthCare Group, Inc. d/b/a CareKinesis, a service of CareVention, (“**CK**”) to comply with the requirements of the implementing regulations at 42 C.F.R. Parts 422 and 423 issued pursuant to the Medicare Prescription Drug Improvement and Modernization Act of 2003 and the Social Security Act of 1965.

Compliance with Laws. CK shall comply with all applicable laws, including all requirements relating to activities performed outside the United States (offshore contracting) and other requirements imposed by The Center for Medicare and Medicaid Services (“**CMS**”) in call letters or other sub-regulatory guidance for which CK has a compliance obligation under this Addendum. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).

Medicare Compliance. CK represents and warrants that, throughout the Term of the Agreement, CK will provide the Services in accordance with the following laws and requirements, in each case to the extent applicable to CK’s performance of the Services, including (i) statutes, regulations, rules, codes, ordinances, orders, directions, instructions, decrees, policies, bulletins and other guidance from CMS or another applicable Governmental Authority, as amended or re-enacted from time to time; (ii) the requirements of HIPAA, HITECH and the HIPAA Rules, that are applicable to business associates, to the extent provided in the Business Associate Agreement; and (iii) the requirements of Section 13112 of the American Recovery and Reinvestment Act of 2009; and CK shall not, through its failure to so comply, prevent PACE from complying with any of the foregoing. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).

Fraud and Abuse. CK shall comply with federal laws designed to prevent, detect and correct Fraud, Waste, and Abuse, including applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq., as amended by the Patient Protection and Affordable Care Act of 2010), any False Claims Act that applies to PACE, and the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)). 42 C.F.R. §§ 422.503(b)(4)(vi), 422.504(h)(1), 423.505(h)(1).

No Beneficiary Liability. CK will ensure that beneficiaries are not held liable for fees that are the responsibility of the Applicant. 42 CFR §423.505(i)(3)(i).

Termination of Agreement for Breach. The parties specifically acknowledge and agree that a material breach of this Addendum shall be considered a material breach of the Agreement. For purposes of this Addendum, a reasonable determination by CMS, Department of Human Services (“**DHS**”) or PACE that CK has not satisfactorily performed its obligations under the Agreement, failed to maintain compliance or engaged in Fraud, Waste or Abuse constitutes a material breach of the Agreement. 42 C.F.R. §§ 422.504(i)(4)(ii), 423.505(i)(4)(ii).

Excluded Persons. CK represents and warrants as of the Effective Date of the Agreement that neither it, nor any of its employees, agents, providers, Medicare subcontractors, members of its board of directors, key management, executive staff or individuals or entities owning five percent (5%) or more of CK, whether full-time, part-time, temporary, volunteer or otherwise, (each, an “**Affiliated Party**”) have been excluded (or are currently under threat of suspension or exclusion) from participation in or sanctioned under the Medicare program or any other federal health care program, or convicted of a criminal offense or been the subject of a civil judgment for fraudulent activities related to that person’s involvement in any federal health care program. CK shall contractually require its Medicare subcontractors to represent and ensure that neither they nor any of their employees, agents, members of their boards of directors, key management, executive staff or individuals or entities owning five percent (5%) or more of such subcontractors, whether full-time, part-time, temporary, volunteer or otherwise, have been excluded (or are currently under threat of suspension or exclusion) from participation in or sanctioned under the Medicare program or any other federal health care program, and that they have not been convicted of a criminal offense or been the subject of a civil judgment for fraudulent activities related to that person’s/entity’s involvement in any federal health care program. CK shall not continue to pay for any items or services furnished, ordered or prescribed by excluded individuals or entities pursuant to 42 C.F.R. § 1001.1901 once CK becomes aware of such exclusion.

Confidentiality and Accuracy of Records; Maintenance. CK shall treat all enrollees’ health and enrollment information, including any medical records, as confidential in accordance with the provisions of the Agreement (including, but not limited to, the Business Associate Agreement and abide by all applicable federal and state laws regarding the confidentiality and disclosure of such health and enrollment information. CK shall safeguard the privacy of information that identifies enrollees and have procedures in place that specify for what purpose(s) the information is used within the organization and to whom or for what purpose(s) it discloses such information outside of the organization. Upon request, CK shall supply PACE with documented proof, including such attestations and certifications as PACE may require, that these requirements and safeguards are being followed. 42 C.F.R §§ 422.118, 423.136.

CK shall maintain such health and enrollment information in an accurate and timely manner and ensure timely access to such records and information by enrollees. 42 C.F.R §§ 422.118, 422.504(13), 423.136, 423.505(b)(14).

Additional contract terms required by CMS or DHS. This Addendum shall automatically be amended to include terms and conditions necessary to address additional contract terms required by CMS, DHS or other applicable law. Any such amendment of this Addendum shall be implemented pursuant to the process set forth in the Agreement for amendments. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHS or HHS that affects the requirements set forth in this Addendum, this Addendum will automatically amend such that the obligations imposed on CK remain in compliance with the final regulation or amendment to final regulation, unless any party elects to terminate the Agreement and this Addendum as permitted pursuant to the Agreement. 42 C.F.R. § 423.505(j).

Audit by CMS, DHS, HHS, the Comptroller General, or their designees. CK shall retain, and shall permit CMS, DHS, HHS, the Comptroller General, or their designees, to have direct access to inspect, evaluate, and audit any of, CK’s books, contracts, medical records, patient care

documentation, documents, papers, and other records pertaining to any transaction related to the Agreement, any aspect of Services performed, reconciliation of benefits liabilities, and determination of amounts payable under the contract, or as the Secretary may otherwise deem necessary. This retention requirement and right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law, CMS, DHS, HHS, the Comptroller General, or their designees. CK shall ensure that all CK delegates honor the rights of CMS, DHS, HHS, the Comptroller General or their designees set forth in Section 10 as required by law. 42 C.F.R. §§ 422.504(e), 422.504(i)(2), 423.505(e), 423.505(i)(2).

*(Remainder of page left blank intentionally)*