

MASTER SERVICES AGREEMENT
BETWEEN
CONVEY HEALTH SOLUTIONS, INC.
AND
CARE WISCONSIN HEALTH PLAN, INC.

This Master Services Agreement (this "Agreement") is effective as of October 5, 2018 (the "Effective Date"), between Care Wisconsin Health Plan, Inc. ("Care Wisconsin") and Convey Health Solutions, Inc., a Delaware corporation ("Convey"). Care Wisconsin and Convey sometimes each are referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Care Wisconsin is a managed care organization that is focused on promoting the quality of life of its communities by empowering others and working together to creatively solve unique health and long term care needs.

WHEREAS, Convey is a specialized healthcare technology and business process outsourcing solutions provider; and

WHEREAS, Care Wisconsin wishes to obtain from Convey, and Convey wishes to provide to Care Wisconsin, the services described in one or more statements of work executed by Care Wisconsin and Convey under this Agreement (each an "SOW" and collectively, the "SOWs"), each in accordance with the terms and conditions set forth in this Agreement and such SOWs, which services shall include without limitation information technology and OTC fulfillment and support services, mail processing and fulfillment services, enrollment services, premium billing services, and other support services for various Members, all of more particularly described in the applicable SOW.

AGREEMENT

NOW THEREFORE, In consideration of the mutual agreements herein contained and the promises herein expressed, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties do agree as follows:

1. **DEFINITIONS**. As used in this Agreement, the following terms and phrases, when capitalized, shall have the meanings set forth below.
 - 1.1 CMS means the Centers for Medicare and Medicaid Services, the federal agency, a division of the US Department of Health and Human Services, responsible for the oversight and regulation of the Medicare Advantage program.
 - 1.2 "Law" means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, applicable CMS instruction, rule, regulation, or order.
 - 1.3 "Member" means an individual enrolled in a Medicaid health maintenance

organization, Medicare Advantage health plan, Medicare Part D or commercial health plan administered by Care Wisconsin.

1.4 “Services” means the services described in each SOW.

2. CONVEY SERVICES AND RESPONSIBILITIES

- 2.1 Statements of Work. Each SOW will set forth, to the extent applicable, the project scope, schedule, and tasks to be performed by the Parties and the responsibilities of the Parties. Each SOW must be signed by an authorized representative of each Party. Each SOW shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent any conflict or inconsistency exists between this Agreement and any SOW, the provisions of such SOW shall govern and control and shall supersede this Agreement to the extent of such conflict or inconsistency; provided, however, that any inconsistency between this Agreement and an SOW with respect to the subject matter of Sections 7 or 8, then the provisions of Section 7 or 8 of this Agreement, as the case may be, shall govern and control unless the Parties have expressly provided in such SOW that Section 7 or 8, as the case may be, is amended, in which case this Agreement shall be so amended, but only with respect to such SOW.
- 2.2. Performance Standards. Convey shall provide Services consistent with the performance standards set forth in the applicable SOW.
- 2.3. Licenses and Permits. Convey shall maintain licenses, permits or certificates required by Law for the performance of the Services.
- 2.4. Other Obligations of Convey. In addition to the obligations of Convey specified in this Agreement, Convey shall satisfy any and all obligations in each SOW, and any exhibits, schedules and attachments hereto or thereto.
- 2.5. Convey Subcontractors. Convey shall not subcontract, delegate or assign its obligations under this Agreement to any third party without Care Wisconsin’s prior consent; provided, however, that Convey shall be permitted to engage any subcontractor with respect to a particular SOW each of the subcontractors that is listed on such SOW with respect to those Services described in such SOW that are to be subcontracted, delegated, or assigned (each, a “Permitted Subcontractor”). Convey’s subcontracting to a Permitted Subcontractor of any of the Services or any of its responsibilities under this Agreement shall not Convey from its responsibilities for its obligations under this Agreement or the applicable SOW.
- 2.8. No Sale of Member Data. Convey shall not sell Member data, whether de-identified or otherwise.
- 2.9 Vendor Service Locations. At its discretion, Convey may perform Services at any of Vendor’s facilities designated on the applicable SOW (the “Vendor Service Locations”) and at any facilities of a Permitted Subcontractor.

2.10 Maintenance of Member Records. Convey shall prepare and maintain records reflecting each Member's utilization of Services. Convey shall provide Care Wisconsin with access to such records, upon request and in accordance with applicable State and Federal Laws and regulations. All Member records shall be treated as confidential in compliance with applicable State and Federal Laws and regulations, and administrative guidelines issued by CMS and the Office for Civil Rights regarding the confidentiality of healthcare information. **This includes compliance to the applicable standards under the Health Insurance Portability and Accountability Act (HIPAA)** Convey shall maintain such other records and, upon reasonable prior written notice, shall provide such information to Care Wisconsin or any State or Federal agency with appropriate jurisdiction as may be necessary for compliance by Care Wisconsin with applicable State and Federal Laws and regulations. Convey shall provide such information at its own expense. Such records shall be retained by Convey for the period of time required by applicable State and Federal Laws, but in no event less than ten (10) years.

2.11 **Notification of Breach.** Convey shall notify Care Wisconsin within five business days of any suspected or actual breach of PHI. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Convey to have been, accessed, acquired, used or disclosed, as well as any other available information that Care Wisconsin is required to include in a notification to the individual, the media, HHS and any other entity under the Breach Notification Rule and any other applicable state or federal laws.

2.12 Compliance with CMS Requirements:

- (i) Convey shall comply with the applicable provisions required by CMS for all Medicare subcontractor agreements, including those as set forth in the Medicare Advantage Contract Addendum attached hereto as Exhibit A.
- (ii) **CMS Training Requirements.** Convey, as a First Tier, Downstream entity, and being subject to CMS's rulemaking authority, shall implement and maintain an effective training and education program consistent with those required and described in 42 C.F.R. 422.503.
- (iii) **Requirement to Screen for Exclusion from Federal Procurement and Department of Health and Human Services.** Convey, as a First Tier, Downstream entity, and being subject to CMS's rulemaking authority, shall screen 1) upon initial hire or contracting, and 2) monthly thereafter all: individual employees, temporary employees, volunteers, contractors, governing body members, or First Tier Downstream Entity; against the DHHS OIG List of Excluded Individuals and Entities (LEIE list) and the GSA Excluded Parties Lists System (EPLS). Convey shall implement and maintain compliance with the screening standards set forth in 42 C.F.R. 422.503(b)(4)(vi)(F), 422.752(a)(8), 423.504(b)(4)(vi)(F), 423.752(a)(6), 1001.1901.

3. CARE WISCONSIN'S RESPONSIBILITIES

- 3.1. Data. Care Wisconsin shall provide to Convey valid, correct, properly formatted and transmitted data and other information necessary for Convey to fulfill its obligations to Care Wisconsin under this Agreement and each SOW. Any breach by Convey of its obligations under this Agreement or any SOW as a consequence of any failure by Care Wisconsin to provide such data and information shall not constitute a breach by Convey of this Agreement or such SOW.

4. INDEMNIFICATION

- 4.1. Each Party (an "Indemnitor") shall indemnify, defend and hold harmless the other Party (an "Indemnitee"), and its officers, directors, employees and other agents, from and against any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims and demands (collectively, "Claims") of third parties, and all associated losses, costs, expenses, and fees (including, without limitation, reasonable attorney fees), to the extent based on any claim that any aspect of the Indemnitor's system used within the scope of this Agreement infringes any United States trademark, copyright, trade secret, or patent; provided that the Indemnitor is promptly notified in writing of any such claim (and the failure to so notify will relieve such Indemnitor of its obligations under this Section 4.1 if and to the extent that the Indemnitor is prejudiced thereby); and provided further that the Indemnitor shall have the exclusive right to control such defense and settle such claim. In no event shall the Indemnitee settle any such claim, lawsuit or proceeding without the Indemnitor's prior written approval.

5. FEES AND PAYMENT

- 5.1 Compensation and Commencement of Fees. In consideration for the performance of the Services by Convey for Care Wisconsin, Care Wisconsin shall pay Convey for the Services in accordance with the terms and conditions of this Agreement and the applicable SOW.
- 5.2 Payment Terms. Fees will be billed by Convey to Care Wisconsin monthly and shall be due to Convey within thirty (30) calendar days from the date of the invoice for such fees under the applicable SOW.
- 5.3 Taxes. Care Wisconsin shall pay all taxes and charges of any kind levied or imposed by either Federal, state or local government relating to the Services. Convey will invoice Care Wisconsin for any such taxes or charges that are required to be collected by Convey pursuant to any applicable Law, if any, and payment of such taxes or charges shall be made by Care Wisconsin within ten (10) days of receipt of such written notice from Convey.
- 5.4 Payment/Payment Disputes. Any payments to Convey by Care Wisconsin under this Agreement that are not received by Convey within thirty (30) days from the date of the invoice will incur a late charge in an amount of one percent (1%) per month. If Care Wisconsin in good faith disputes all or any portion of an invoice, then Care Wisconsin will pay the undisputed portion of the invoice by the due date and Care Wisconsin will notify Convey in writing, within thirty (30) days of receipt of the invoice for which such dispute is made of the specific amount disputed and will

provide reasonable detail as to the basis for the dispute. Care Wisconsin will not withhold timely payment of any undisputed amount pending resolution of the disputed amount, and Convey will continue to provide Services pending resolution of the dispute. Promptly after Care Wisconsin notifies Convey of the dispute, the parties shall make a good faith effort to resolve the disputed portion of such invoice. In addition to any other remedies it may have at law, in equity, or elsewhere in this Agreement, Convey will have no obligation to perform or continue to perform any Services when any undisputed amount required to be paid by Care Wisconsin remains due and unpaid beyond the date such amount is due and following ten (10) notices of such non-payment. Any suspension of Services by Convey as a result of Care Wisconsin's failure to make payment as required for undisputed amounts will extend the due dates of any Services to the extent affected by such suspension or delay.

- 5.5 Modification or Additional Services. In the event that Care Wisconsin requests a modification of the Services or the addition of services that are not covered by an SOW, the parties shall negotiate in good faith to reach a mutual agreement, within twenty (20) business days after Convey receives such request in writing, to the incremental fee for such modifications or additions.

6. AUDITING

- 6.1. Audit. Care Wisconsin may once annually audit Convey in relation to its duties and obligations under this Agreement. Due to the extraordinary demands placed on Convey's staff during October, November, and December of each year, no audits may be initiated or conducted during these months. These rights shall include auditing relevant records which shall be made accessible upon thirty (30) calendar days prior written notice and at reasonable intervals during the regular business hours. Notwithstanding the foregoing, Care Wisconsin's audit of Convey records is limited to review of such records for the limited purpose of verifying Convey's compliance with the terms of this Agreement. Care Wisconsin acknowledges that it shall not be entitled to audit: (i) documents, in whole or in part, that Convey reasonably deems proprietary, confidential or trade secret unless Care Wisconsin and its auditor execute a confidentiality agreement with respect to such documents; and (ii) documents, in whole or in part, Convey is barred from disclosing by law or pursuant to an obligation of confidentiality to a third party. All information and records reviewed pursuant to this section shall be considered Confidential Information for purposes of this Agreement. Notwithstanding the above, Convey will support Care Wisconsin as necessary with outside audits that may arise.
- 6.2 Audit Close. A final audit report shall be provided by Care Wisconsin (or its auditor) in writing to Convey within sixty (60) calendar days of the end of the audit. Convey shall have forty-five (45) calendar days to respond. Automatic closure and/or settlement, if applicable, will occur if Care Wisconsin or its auditor fails to communicate within forty-five (45) calendar days of Convey's response.

7. CONFIDENTIAL INFORMATION; OWNERSHIP

Ownership.

- (i) All right, title, and interest in and to any Intellectual Property of Convey (whether

or not used by Convey in performing the Services), and all improvements, enhancements, and modifications thereto (collectively, "Convey Intellectual Property"), shall be and remain the sole and exclusive property of Convey (or, to the extent applicable, Convey's licensors). Nothing contained in this Agreement or otherwise shall be deemed to grant to Care Wisconsin any right or license, whether expressed or implied, in the Convey Intellectual Property.

(ii) All right, title, and interest in and to any Intellectual Property of Care Wisconsin, and all improvements, enhancements, and modifications thereto (collectively, "Care Wisconsin Intellectual Property"), shall be and remain the sole and exclusive property of Care Wisconsin (or, to the extent applicable, Care Wisconsin's licensors). Except as otherwise specifically provided in an SOW, nothing contained in this Agreement or otherwise shall be deemed to grant to Convey any right or license, whether expressed or implied, in the Care Wisconsin Intellectual Property.

8. WARRANTY, LIMITATION OF LIABILITY

- 8.1. Mutual Cooperation. Each Party shall reasonably cooperate with the other Party throughout the Term as necessary for the performance of the parties' respective obligations hereunder. As soon as necessary for Convey to fulfill its obligations under this Agreement, and otherwise within a reasonable period of time, Care Wisconsin shall respond to any requests by Convey for information or determinations needed by Convey to perform the Services set forth herein.
- 8.2. Warranty. Care Wisconsin acknowledges that this Agreement is not a contract for the sale of goods and any Uniform Commercial Code implied warranties or other implied warranties do not apply to this Agreement. Convey shall perform the Services in a good and workmanlike manner, with a standard of care consistent with reasonably acceptable standards in Convey's industry. Convey represents and warrants that it does not and will not claim payment in any form, directly or indirectly from a federal health care program (as defined in 42 U.S.C. Sec. 1320a-7b(f)) for Services. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR AN SOW, CONVEY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.
- 8.3. Limitation of Liability. In no event shall either Party be liable to the other Party for any incidental, indirect, special, punitive, exemplary, or consequential damages, including but not limited to, damages for loss of business or goodwill, loss of profits or revenue, loss of anticipated savings, loss of data, cost of capital, cost of substitute services, business interruption, or down time, shut down or slow down costs arising out of or in connection with this Agreement, the Services, or a Party's performance or breach of this Agreement, even if that Party has been advised of the possibility of such damages or could have been reasonably foreseen by a Party. Except for payment obligations, and a Party's breach of Section 7 (Confidential Information; Ownership),

each Party's total liability for all damages, losses and causes of action (whether in contract, tort, indemnity, or otherwise) in connection with the Services shall not exceed the amount paid to Convey by Care Wisconsin under the applicable SOW for the particular Services to which such liability relates during the six (6) months preceding the date of accrual of such liability. This limitation of liability is cumulative and not per occurrence. The limitations of liability provided in this Section shall apply even if any and all other remedies fail of their essential purpose. Each Party has a duty to mitigate damages for which the other Party is responsible. No action, claim or proceeding, regardless of form, based on, relating to or arising out of the Services may be brought by either Party more than one year after the date of completion of the applicable Services, except that an action for breach of Sections 7 or 8 of this Agreement, which may be brought at any time consistent with the terms of this Agreement.

- 8.4. Re-Performance Rights. In the event of any claim by Care Wisconsin that Convey has not performed its material obligations to provide Services as required by this Agreement, Convey may elect to re-perform any Service that does not conform to this Agreement. The re-performance shall be at Convey's expense, provided that such failure to perform is not due to an act or omission by Care Wisconsin.

9. TERM AND TERMINATION

- 9.1. Term. Unless otherwise provided in an SOW with respect to such SOW and unless terminated earlier pursuant to this Agreement or an SOW with respect to such SOW, this Agreement will become effective on the date hereof and continue, with respect to each SOW, until the third (3rd) anniversary of the effective date of the applicable SOW (the "Initial Term") and shall automatically continue in effect for successive one (1)-year periods (each a "Renewal Term"), provided that Convey may terminate the applicable SOW effective as of the last day of the Initial Term or any Renewal Term by providing written notice of non-renewal to the Care Wisconsin at least one hundred twenty (120) calendar days prior to the end of such Initial Term or Renewal Term (such period of time, the "Term"). Notwithstanding the foregoing, this Agreement shall remain in place for so long as any SOW remains in effect. Care Wisconsin may terminate any related SOW effective at the end of any calendar year if its Medicare Advantage contracts are not renewed with CMS and/or the OTC benefit is no longer included in the bid.
- 9.2. Termination for Cause. In the event of a material breach of this Agreement or an SOW by a Party, the non-breaching Party shall notify the breaching Party of such breach and the breaching Party shall have thirty (30) days (the "Cure Period") to cure such breach. If the breaching Party fails to cure such breach during the Cure Period, then the non-breaching Party may terminate the Agreement or the applicable SOW immediately by written notice to the breaching Party.
- 9.3. Effect of Termination. In the event of a termination hereunder (other than termination by Convey pursuant to Section 9.2 of this Agreement for non-payment until such time as such payment is made), Convey shall provide resources in

accordance with industry norms, to reasonably support Care Wisconsin's conversion to a new vendor. In the event of a conversion to a new vendor, such information will be provided to Care Wisconsin and its new vendor within thirty (30) calendar days after written notice to Convey describing in detail the information requested. Convey will maintain resources and service levels in accordance with industry norms through the effective date of termination, and Convey will provide appropriate resources to reasonably assist with any post-termination tasks required to complete such conversion. If conversion support is required beyond the Term, the Parties agree to negotiate timely and in good faith, reasonable fees and timeframe for continued conversion support provided by Convey associates.

10. NOTICES. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder:

- (a) shall be in writing;
- (b) shall be sent by messenger, certified or registered U.S. mail, a recognized national overnight delivery service for next business day delivery, facsimile or e-mail (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address or number set forth below; and
- (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or recognized national overnight delivery service, or (ii) a receipt, or other evidence of transmittal, generated by the sender's facsimile or e-mail software showing that such communication was sent to the appropriate number or e-mail address on a specified date, if sent by facsimile or e-mail.

All such communications shall be sent to the following addresses or numbers, or to such other addresses or numbers as any Party may inform the others by giving five (5) business days' prior notice:

If to Care Wisconsin: Care Wisconsin First, Inc.
1617 Sherman Ave.
Madison, WI 53704
Attention: Chief Medical Officer
Toll-free: (800) 963-0035
Local: (608) 240-0020
Facsimile: (608) 210-4050
E-Mail: [REDACTED]

If to Convey: Convey Health Solutions
100 SE 3rd Avenue, 14th
Fort Lauderdale, FL 33394

Attention: Chief Financial Officer
Facsimile: (954) 903-5005
E-Mail: [REDACTED]

11. MISCELLANEOUS PROVISIONS

- 11.1. Binding Effect; Assignment. The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other (which consent shall not be unreasonably withheld). In no event shall such assignment release the assigning Party of its obligations hereunder.
- 11.2. Independent Contractors. Each Party is an independent entity and nothing in this Agreement shall be construed to establish an employer/employee or principal/agent relationship or any fiduciary or other relationship other than independent parties contracting with each other for the purpose of carrying out the duties and obligations of this Agreement. Nothing in this Agreement is intended or shall be construed to confer upon any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.
- 11.3. Waivers. Any failure by a Party to comply with any covenant, agreement or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the Party in whose favor such obligation or condition runs; provided, however, that failure to insist upon strict compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 11.4. Force Majeure. Neither Party shall be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of third parties (e.g., wholesalers), wars and war-operations, restraints of government, power or communication line failure or other circumstances beyond the Party's control, or by reason of the judgment, ruling, order of any court or agency of competent jurisdiction, or materially altering the Law covering the subject matter of this Agreement or any other change in such Law subsequent to the execution of this Agreement. However, if the force majeure event continues for thirty (30) consecutive days the Party not directly affected by it may terminate this Agreement immediately upon written notice to the other Party without penalty to it.
- 11.5. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement shall remain in full force and effect and the same shall be interpreted as though such invalid and illegal provision were not a part thereof. The remaining provisions shall be construed to preserve the intent

and purpose of this Agreement and the parties shall negotiate in good faith to modify the provisions held to be invalid or illegal to preserve each Party's anticipated benefits thereunder. In the event such negotiations are unsuccessful, either Party shall have the right to terminate this Agreement with sixty (60) calendar days prior written notice to the other, and neither Party shall have any further liability to the other.

11.6. Enforcement Costs. If either Party institutes an action or proceeding to enforce any rights arising under this Agreement, the Party prevailing in such action or proceeding shall be paid all reasonable attorneys' fees and costs to enforce such rights by the other Party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

11.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to applicable conflict of law rules.

11.8. Entire Agreement; Amendments. This Agreement and the SOWs, together with any exhibits or attachments, contains the entire Agreement between Convey and Care Wisconsin concerning the subject matter hereof. Any prior agreements, promises, negotiations, or representations, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect. This Agreement shall not be amended except in writing executed by both Parties. An SOW shall not be amended except in writing executed by both Parties.

11.10. Insurance. During the term of this Agreement, Convey agrees to carry the following insurance coverage from an authorized insurance company:

(a) Convey shall carry Worker's Compensation insurance as required by the laws of the country and state in which work is being performed;

(b) Convey shall carry comprehensive general liability insurance with limits for bodily injury and property damage of not less than \$3,000,000 in the aggregate and \$1,000,000 per occurrence; (c) Convey shall carry employee theft & dishonesty (fidelity) coverage for claims arising from fraudulent or dishonest acts on the part of any Convey employee and Convey providing Services under this Agreement. This fidelity coverage shall have limits of not less than \$1,000,000 in the aggregate and per occurrence;

(d) Convey shall carry errors and omissions (professional liability) coverage with limits of not less than \$2,000,000 for each occurrence.

Convey shall provide certificates of insurance, showing Care Wisconsin as the certificate holder on all coverage described in Section 11.10, promptly upon Care Wisconsin's request. Such above insurance shall not be reduced nor canceled by Convey unless such insurance be replaced by another qualified carrier without a lapse in coverage. Such insurance shall be primary and non-contributory to any insurance maintained by Care Wisconsin.

If any personnel to be assigned to perform any material part of the Services hereunder is a subcontractor of Convey, Convey shall furnish Care Wisconsin, upon request,

with evidence that Convey's insurance covers such subcontractor or that such subcontractor of Convey maintains the same types and level of insurance as that required of Convey hereunder. Convey shall be responsible for and shall bear the risk of loss of or damage to any property of Convey. All policies of insurance maintained by Convey shall contain an endorsement waiving any right of subrogation against Care Wisconsin and its affiliates. In no event shall an insurance requirement of this provision be deemed to limit the liability or responsibility of Convey or any of its subcontractors.

- 11.11. No Third-Party Beneficiaries. Except for the indemnity provisions, this Agreement is intended solely for the benefit of the parties. In no event will any third party, including without limitation any program sponsor, Network Provider, prescriber, Member, bank, governmental entity, or contractor or client of Care Wisconsin, have any rights under or right to enforce the terms of this Agreement.
- 11.12. Disaster Recovery. Convey shall maintain a disaster recovery and business recovery plan in effect throughout the term of the Agreement. The disaster recovery plan shall be subject to Care Wisconsin's review upon reasonable notice to Convey. Convey shall maintain reasonable safeguards against the destruction, loss, intrusion and unauthorized alteration of printed materials and data in its possession.
- 11.13 Non Solicitation. During the Term of this Agreement, and for a period of one (1) year following the effective date of termination or expiration of this Agreement, neither Party shall, directly or indirectly, hire as an employee or independent contractor or solicit for employment or engagement as an independent contractor any employee, consultant, agent, or contractor of the other Party without the prior written approval of such other Party.
- 11.14 Survival. Any provision that by their express or implicit terms are intended to survive the expiration or termination of the Term, including without limitation Sections 4, 7, 8, 10, and 11, shall survive the expiration or termination of the Term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

Accepted By:

CONVEY HEALTH SOLUTIONS, INC.

Accepted By:

CARE WISCONSIN, INC.

Authorized Signature

Tim Fairbanks

Printed Name

CFO

Title

10/8/18

Date

Authorized Signature

Kevin C Park

KEVIN C PARK

Printed Name

CHIEF MEDICAL OFFICER

Title

9/18/18

Date

EXHIBIT A

MEDICARE ADVANTAGE CONTRACT ADDENDUM ("Addendum")

This Addendum may be updated and amended at any time in order to comply with any local, state or federal governmental laws, rules or regulations. Convey Health Solutions, Inc. (for the purposes of this Addendum, "Provider") will be notified regarding these changes as soon as practicable after changes have been announced.

CMS requires that specific terms and conditions be incorporated into the Services Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 ("MMA"); and

Except as provided herein, all other provisions of the Agreement between Care Wisconsin Health Plan, Inc. (for purposes of this Amendment, "Plan" or "MA organization") and Provider not inconsistent herein shall remain in full force and effect. This amendment shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

Definitions:

Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare

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eligible individual under the MA program.

Medicare Advantage (“MA”): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization (“MA organization”): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

Required Provisions:

Provider agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with Care Wisconsin Health Plan, (hereinafter, “MA organization”) through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]
2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph 1 of this amendment directly from any first tier, downstream, or related entity. For records subject to review under paragraph 1, except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated. [42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)]
3. Provider will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure

of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

4. Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
5. For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
6. Any services or other activity performed in accordance with a contract or written agreement by Provider are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
7. Contracts or other written agreements between the MA organization and providers or between first tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting parties. The MA organization is obligated to pay contracted providers under the terms of the contract between the the MA organization and the provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]
8. Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]
9. If any of the MA organization's activities or responsibilities under its contract with CMS are delegated to any first tier, downstream and related entity:
 - (i) Provider and the MA organization agree to enter into a written agreement specifying the delegated activities and reporting responsibilities.
 - (ii) CMS and the MA organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA organization determine that such parties have not performed satisfactorily.
 - (iii) The MA organization will monitor the performance of the parties on an ongoing basis.
 - (iv) The credentials of medical professionals affiliated with the party or parties will be either reviewed by the MA organization or the credentialing process will be reviewed and approved by the MA organization and the MA organization must audit the credentialing process on an ongoing basis.

- (v) If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement.

[42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

STATEMENT OF WORK - OTC
(NUMBER 1)

This Statement of Work (“SOW) Number One (1), is dated as of 10/05/2018 (“SOW Effective Date”) and is between Care Wisconsin Health Plan, Inc., (“Care Wisconsin”) and Convey Health Solutions, Inc. (“Convey”). This SOW is subject to and incorporates the terms and conditions of the Master Service Agreement dated 10/05/2018 (“Agreement” or “Master Services Agreement”). Any capitalized terms used in this SOW shall have the same meaning as set forth in the Agreement.

I. OBJECTIVES

- A. Convey will provide Contact Center Support with Customer Service Advocates (CSAs) to handle Over-the-Counter (OTC) Program calls received from Plan members. CSAs will place catalog orders and provide customer service support for such members. Convey will also provide options to order online and by mail. Convey will ship product to members as outlined in the OTC catalog.
- B. Convey will provide personnel beginning January 1, 2019 in Convey’s contact center facilities, as mutually agreed to by the Parties.
- C. Convey will provide staff, required terminals, phone equipment, mail order processing equipment and all other personnel or material needed to complete the required Services.
- D. Convey will deploy its standard OTC system platform with required Plan updates. The Plan’s OTC fulfillment system will include all necessary components to support a consistent and structured series of actions/abilities that result in the timely processing and reporting of OTC product requests.
- E. Convey shall provide [REDACTED] Convey individual from its personnel to manage Payer’s account (“Client Manager”). The Client Manager will serve as the principal point of contact for Payer relating to the Services.
- F. Convey and Plan are subject to the non-disclosure and confidentiality provisions of the Master Services Agreement in place between the Parties.

II. TERM AND TERMINATION

- A. This SOW will commence as of the SOW Effective Date and continue until December 31, 2019, (the “Initial Term”). This SOW shall be subject to the terms and conditions of the Master Service Agreement, specifically Section 9.
- B. Upon termination, Plan shall pay to Convey, on or before the effective date of termination of this SOW, (1) all amounts owed under this SOW by Customer to Vendor through the effective date of termination and (2) any unpaid portion of any time committed to development services, for which the start of work has been approved by Customer, prior to notice of termination of this SOW.

III. SCOPE OF WORK

A. Benefit/Plan Information

Program Benefits (through 12/31/2019)

Plan Name	Plan Code	Monthly Benefit	Jan 2019 Membership	Forecasted Membership 12/2019
Care Wisconsin Health Plan, Inc.	H5209-004	██████	████	████

- (1) Members will be required to utilize their monthly benefit in one order. Remaining balances will not carry over to subsequent months.
- (2) “Month” refers to a calendar month based on the member’s enrollment date. The benefit will become effective in the month in which the member enrolls. Any unused benefit accrued prior to disenrollment will be forfeited.

- (3) Plan will provide reasonable notice if it is aware of increases or decreases in membership projections so that Convey may have adequate lead time to appropriately adjust its operations. In general, the recruiting and training process may take up to 30 calendar days from the date Convey is notified of a significant membership increase.

B. Staffing Requirements

- (1) A staff of CSA's will support Plan's OTC Program. Convey Health will provide appropriate staffing levels to achieve and maintain all contract requirements.
- (2) The warehouse staff will be located in a Convey distribution facility or at a Convey approved distribution partner facility.
- (3) Training Period: In collaboration with Plan, the Convey Training department will be responsible for the instructional design and delivery of the initial and ongoing training program offered to Plan CSAs. The length of the initial training class for the January 1, 2019 launch of the program will be 3 days.
- (4) Ongoing new hire training generally follows the following format:
 - a. Formal classroom training
 - b. Observation with experienced advocate
 - c. CSA released to the floor with ongoing quality monitoring

C. Eligibility and Coverage

- (1) Plan will provide a weekly file to Convey, in a mutually agreeable format, listing eligible Plan members on a mutually agreed upon basis. Convey shall update its eligibility list and electronic database within twenty-four (24) hours of receipt of the file from Plan.

- (2) For purposes of this SOW, “Eligible Plan Member” shall be defined as an individual who is effective and covered under Plan’s Medicare plan as of the date of Convey service request made by member under this SOW.

D. Services

- (1) Convey will provide the following services to Plan pursuant to this SOW:

- Assistance with pre-enrollment messaging
- OTC formulary development
- Product procurement
- OTC Fulfillment Center Inbound call handling
- Outbound call handling
- Mail correspondence management
- System management and maintenance
- Eligibility file processing
- Order processing
- Product distribution
- OTC System access for up to [REDACTED] client users
- Reporting
- Other services as agreed to with Plan

- (2) Fulfillment of OTC Catalog. Convey will handle the initial printing and fulfillment of the OTC catalogs to both new and existing members as well as the replacement catalog requests to members throughout the year. Any catalogs developed by Convey shall be reviewed and approved by Plan and/or CMS prior to use.

- (3) PDF Catalog. Plan will have a PDF of the OTC catalog(s) available to use for sales purposes and place on Plan website.

- (4) New Members Enrolled After Initial Mailing. Convey will furnish the initial and subsequent mailing of catalogs to Plan members with an OTC benefit. Convey shall handle printing and mailing catalogs to each eligible new member’s home.

- (5) Business Hours

- a. **Hours of Operation.** Calls will be managed on Monday – Friday, 8:00AM –8:00PM Eastern Time Zone.

- b. **Holiday Schedule.** The Plan OTC Center will be closed on the following holidays:
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- c. The Plan OTC Center will close early on the following days listed below:
- Christmas Eve
 - New Year's Eve
- d. In the event that a holiday falls on a Saturday, it may be observed the preceding Friday, and when a holiday falls on a Sunday it may be observed the following Monday. Both Parties will mutually agree upon any additional holiday closures.
- (6) Handling of Address Changes Received by CSAs. Permanent address changes can only be made by Plan. Convey will warm transfer the member to Plan Member Services. Plan CSAs can accept temporary addresses for OTC product shipping purposes. The temporary address will not overwrite the Plan eligibility file.
- (7) Shipping Terms. Convey shall ship Product(s) to Plan members via common carrier service, FOB shipping point, prepaid and allowed. Prior to shipping the Product(s), Convey shall confirm with Plan member the Plan member's address listed on the eligibility file and whether the Product(s) should be shipped to the address on the eligibility file or some other address designated by the Plan member. Any undelivered product will be either replaced or credited back to Plan, subject to fees as defined in Section IV. Convey shall maintain appropriate records evidencing shipping. The order is expected to be in the members' hands within 7-10 calendar days of the receipt of the request.
- (8) All OTC Fulfillment Center scripts, member or provider correspondence, catalogs and other written Plan member and/or provider materials related to the Services provided by Convey pursuant to this SOW shall require the advance written approval of Plan and, as applicable, CMS.

- (9) Convey shall provide system management and ongoing maintenance of a Customer Relationship Management (“CRM”) system to support the OTC benefit fulfillment. Convey shall provide system access to Plan at no additional fee, for the purpose of order processing during the Term of this SOW. Fees associated with system development services to be provided by Convey will be evaluated based on system requirements as defined by Plan; any such fees shall be mutually agreed upon in writing in advance.
- (10) Record Retention. Convey will keep all applicable client program information for 10 years, or as agreed to with Plan.
- (11) Reporting. Convey will deliver the following reports via email by the 10th business day of the month to an agreed upon distribution list:
- a. Call volume report
 - b. Utilization report
 - c. Order detail report

E. Quality Monitoring

- (1) Convey records 100% of its calls (both inbound and outbound) and maintains those calls for a period of 10 years. Convey also records the screen captures and maintains those for a period of 30 days. Upon request, Convey will make recorded calls available to Plan.
- (2) Call Monitoring. Convey will implement a monthly “Call Monitoring Program” in which Convey will monitor and evaluate each advocate each month, as call volume permits, for Convey advocate measurement and coaching purposes. The results of the Call Monitoring Program will be made available to Plan upon request, not to exceed quarterly.
- (3) Escalations / Grievance & Appeals Process. The Plan CSA’s and/or team leaders will track all escalations and grievances and will share the log with Plan upon request. If necessary, Convey representatives will forward written escalations electronically to email addresses provided by Plan.

F. Telephony Provisioning

- (1) Convey’s phone system manages and reports phone call metrics. Convey-owned phone numbers will be used for the Convey OTC program. These phone

numbers will be routed to Convey- owned toll-free number (TFN) automatically with no additional action required by the caller to complete the process. Convey shall have a process to differentiate between direct calls from the member and calls transferred from the OTC fulfillment center. This strategy allows Convey to track the lead source for the call and the Plan of each source.

- (2) Capacity Shortfalls. In the event call volume exceeds available capacity, calls will be handled in the manner described below:
- a. **During Normal Business Hours**. After 30 seconds on hold, Convey may play an automated message providing the member to continue to hold, or call back. This option will be available in both English and Spanish.
 - b. **After Business Hours**. After normal business hours, the member will receive a closed message will indicate the hours of operation. This option will be available in both English and Spanish.

G. Program Key Performance Requirements

- (1) Convey shall provide OTC Fulfillment Center services in accordance with Medicare marketing guidelines.
- a. **Abandonment Rate: ≤ [REDACTED]**
This is the percentage of provider calls that abandon the queue. This shall be reported as calls abandoned with greater than 30 seconds in duration up
 - b. **Average Speed of Answer (ASA): ≤ [REDACTED] seconds**
 - *Average Speed of Answer is calculated from the time a call is queued to the skill and a Convey representative answers the call live.*
 - c. **Eighty Percent (80%) of calls answered within [REDACTED] seconds**
- (2) Turnaround Time. Convey shall ship the applicable Product(s) within four (4) business days of receipt of the request for Product(s) to each Plan member based on the shipping address provided by Plan on the eligibility file or otherwise designated by Plan member, unless restricted from doing so by a Force Majeure event. In the event that an order is entered into the Plan's OTC Fulfillment System after 3:00 PM Eastern Time, the order will be deemed received on the next business day.
- (3) Management Override. The following is a list of reason codes for replacement orders / management overrides:

a. **Billable Overrides**

- Member on wrong plan
- Marked dis-enrolled but has benefit
- Replacement of previously returned undeliverable order
- Member Retention issue (billable if requested by Plan)

b. **Complimentary Overrides**

- Order contained wrong items
- Order never arrived
- Product damaged
- Previous order missing items
- Shipped to wrong address
- Recalled item
- Member Retention issue (complimentary if the decision is initiated by Convey)

(4) Service Level Agreement. Convey shall meet the following Service Levels as follows:

- a. [REDACTED] of orders fulfilled accurately per month; for each quarter that Convey does not meet this Service Level, [REDACTED] shall be assessed;
- b. [REDACTED] of orders fulfilled within the timeliness threshold described in G.2.; for each month Convey does not meet this Service Level, [REDACTED] shall be assessed;
- c. A maximum penalty of [REDACTED] shall be assessed according to this Section G.4.

H. Exclusion List Screening

(1) Convey must screen all individuals and entities against the DHHS OIG List of Excluded Individuals and Entities (LEIE list) and the GSA Excluded Parties Lists Systems (EPLS) prior to hiring or contracting with any new employee, provider, temporary provider, volunteer, or consultant and monthly thereafter, to ensure that none of these persons or entities are excluded or become excluded from participation in federal programs.

- (2) State Medicaid Exclusion Lists will also be verified prior to hiring or contracting with an individual or entity and on a monthly basis thereafter if the individual or entity will be associated with or have access to the systems of a Convey client holding a particular state Medicaid contract and has contracted with Convey HS to service these Medicaid clients.
- (3) The Plan may request a sample of records to verify on an annual basis.

I. Compliance Training

- (1) Any new employee, temporary employee, volunteer, or consultant involved in the administration of this Agreement shall complete the Centers for Medicare and Medicaid Services' (CMS) Fraud, Waste, & Abuse and General Compliance Training within 30 days of hire and annually thereafter.
- (2) Convey shall provide to Plan an annual attestation that such training has been completed.
- (3) Convey shall abide by all applicable Laws, CMS regulations and guidance in the provision of the Services herein, including but not limited to the provisions in the Medicare Advantage Contract Addendum to the Master Services Agreement.

IV. FEES

- A. Implementation Fee.** A one-time Implementation fee of [REDACTED] will be assessed.
- B. Product Costs.** Plan shall compensate Convey in accordance with "Product Formulary and Product Costs" (**Schedule A**) for OTC products distributed to Plan members as described in the formulary provided in Schedule A.
 - (1) Convey agrees to perform the Services and provide the Products for the fees set forth on **Schedule A** ("Product Formulary and Product Costs") annexed hereto and made a part hereof.
 - (2) Such fees cannot be modified by either Party without the prior written consent of the other Party.
 - (3) In connection with any Renewal Term, the Parties may agree in writing on a revised product price list, which shall then amend and supersede **Schedule A**.

- (4) In the event of any significant change to products or product prices, Convey shall have the right to propose to Plan a revision to **Schedule A** for such Product to reflect the manufacturer's price increase.
- (5) In the event that Plan does not accept such revision to Schedule A within thirty (30) days after notice thereof by Convey to Plan, Convey shall have the right at any time thereafter to discontinue providing such Product upon thirty (30) days written notice to Plan.

C. **Ongoing Services.** There will be a minimum [REDACTED] monthly fee assessed if the product costs of the monthly OTC orders and associated processing fees is less than [REDACTED]. Should the product costs and processing fees meet or exceed [REDACTED] Plan shall compensate Convey in accordance with the product costs described in the formulary provided in Schedule A and the following processing fees:

- (1) Convey agrees to perform the Services and provide the Products for the fees set forth on **Schedule A** ("Product Formulary and Product Costs") annexed hereto and made a part hereof.
- a. There will be a [REDACTED] per order fee assessed.
 - b. Catalog creation and distribution fee of [REDACTED] per catalog (English language hardcopy only) if Convey produces and mails catalogs to members. Translations of the catalog into languages other than English may incur a cost.
 - c. Language Line for foreign languages other than English and Spanish:
[REDACTED]
 - d. Catalog cost of items shipped to the member.
- (2) **Returned Items.** Convey does not restock OTC items that have been successfully delivered to a member, even if unopened; as such, Convey will not accept returns of delivered items. In the event an order is returned as undeliverable and is unopened, Convey will restock the product and reverse the order from the system. The Product cost for the order will also be reversed and credited on Plan's next invoice and, if the item was returned because the address on the Plan enrollment file is incorrect, the applicable restocking fee will be applied. The return of the undeliverable package will be visible on the member's order history. Restocking fees for undeliverable and unopened orders are as follows:

- a. Single item shipment: [REDACTED]
- b. Shipments with two (2) or more items: [REDACTED]

D. Other Fees. Any other fees shall be mutually agreed to in writing by the parties.

V. PAYMENT

- A. Convey will provide Plan with a complete and accurate monthly itemized statement via a secure, encrypted electronic method by the tenth (10th) business day following the month in which the Services were rendered. Invoicing monthly at net thirty (30) terms.
- B. Plan will pay Convey within thirty (30) days of receipt of an invoice via electronic funds transfer (EFT), or any undisputed portion of an invoice, containing reasonable supporting documentation for Convey's charges, or more frequently if otherwise required by CMS.
 - (1) If Plan disputes any portion of an invoice or offsets or makes deductions to any invoice, Plan shall provide Convey with written notice and a written explanation with respect to any such disputed amount, within thirty (30) days from receipt of invoice giving rise to dispute, and shall pay the undisputed portion of the invoice in accordance with the terms under this Section.
 - (2) Plan and Convey will use best efforts to resolve any disputes in a timely manner.
- E. Modifications. Any Plan requested modifications to the SOW will require a thirty (30) day implementation window from the date the changes are communicated to and accepted in writing by Convey. In addition, Convey will bill and Plan will pay for such other charges as are provided for in Section IV and Schedule A on an as-incurred basis (along with its regular monthly invoice).



100 SE 3rd Avenue, 14th Floor
Fort Lauderdale, FL 33394
conveyhealthsolutions.com

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed as of the SOW Effective Date by their respective duly authorized representatives.

ACCEPTED AND AGREED:

CARE WISCONSIN HEALTH PLAN, INC.

CONVEY HEALTH SOLUTIONS, INC.

By: Kevin C Park
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Name: KEVIN C PARK
(Print or Type)

Name: Tim Fairbanks
(Print or Type)

Title: CHIEF MEDICAL OFFICER

Title: CFO

Date: 9/18/18

Date: 10/8/18

Schedule A**PRODUCT FORMULARY AND PRODUCT COSTS (2019)****TBD**