

ENTERPRISE MASTER SERVICES AGREEMENT
Standard Terms and Conditions

This Enterprise Master Services Agreement ("EMSA"), Contract ID #(XXXXX), is between Supplier Name ("Supplier"), a Jurisdiction e.g., Michigan or State Name Corporation or Limited Liability Company, whose principal place of business is Supplier's Principal Office Address and each entity ("Buyer") that has executed the Participation Agreement ("PA") that incorporates these terms by reference. For the avoidance of doubt, each PA between Supplier and a Buyer forms a standalone agreement between the Supplier and Buyer.

KEEP LANGUAGE IF THE CURRENT MSA IS THE GOVERNING AGREEMENT AND IS BEING REPLACED WITH THE NEW EMSA OR DELETE IF NEW SUPPLIER

A Master Service Agreement (Contract ID #XXXX) ("MSA") was previously executed between Supplier and INSERT ENTITY(s) NAME. Upon full execution of a PA between the same parties that incorporates this EMSA, the MSA shall become null and void as of the PA's effective date. Further, the parties acknowledge and agree that any active contracts previously governed by the MSA ("Active Contracts") shall henceforth be governed by this EMSA (Contract ID #XXXX) and the applicable PA. In the event of any conflicting terms between the terms of the Active Contracts and the terms of the EMSA and applicable PA, the terms of this EMSA and the applicable PA shall govern.

1. Payment Terms

- 1.1. All Payment Terms shall be addressed in the applicable PA.

2. Expenses

- 2.1. Supplier shall obtain prior written authorization from Buyer, if Supplier wants to be reimbursed for travel expenses, and then it shall be reimbursed for only actual reasonable expenses in accordance with the following guidelines. No travel expenses will be reimbursed for commuting between Supplier's offices and its employees' residences, or between any locations other than those for which Buyer has required and authorized travel. Receipts (original or copy) must be attached for any single expenditure over \$25; taxi (or similar ride share) receipts are needed for any ride over \$10.
- 2.2. Allowable Limits:
- a. Airfare: Discounted fare or coach class.
 - b. Rental Cars: Compact sedan.
 - c. Use of Own Car: For travel greater than fifty (50) miles per day, maximum allowed by U.S. Internal Revenue Service.
 - d. Hotel: Identify personal expenditures on itemized hotel bill (not reimbursable).
 - e. Entertainment: Not reimbursable.
 - f. Laundry: Allowable after five (5) days away from home.
 - g. Daily meal allowances: \$55.00 per day per person.

3. Invoicing

- 3.1. All invoices shall be submitted through the Oracle Supplier Portal each month, unless otherwise stated in a MSOW/SOW (each, as defined in the PA) payment schedule. All submitted invoices shall contain separate invoice numbers. All invoices shall be itemized, have Buyer's purchase order number printed on the top of each invoice, include only Buyer approved itemized travel-related and other project out-of-pocket expenses incurred during the billing period. If invoices are submitted without the proper purchase order number printed on the invoice, that invoice shall be considered an improperly submitted invoice and Buyer may reject such invoice from Supplier who shall then be obligated to resubmit that invoice through the Oracle Supplier Portal with a new invoice number and the purchase order number with itemized details included. Upon submission of the corrected/properly submitted invoice, payment terms shall become effective on the date the new invoice is submitted through the Oracle Supplier Portal.
- 3.2. In the event Buyer issues a work order and/or a purchase order, Supplier shall generate an electronic invoice and submit it through the Oracle Supplier Portal. Supplier shall receive payment once a month (for the proceeding financial month). Buyer shall pay the invoice based on the established payment terms with Supplier set forth in the applicable PA.
- 3.3. Expense receipts, or copies of expense of receipts, shall be attached and made part of submitted invoices for all out-of-pocket billable expenses. Supplier shall submit one invoice per MSOW/SOW per calendar month, or as otherwise agreed

upon in the MSOW/SOW, against the Buyer's purchase order through the Oracle Supplier Portal. If requested, Supplier shall promptly provide reasonably detailed information on fees and expenses sufficient to answer any Buyer concerns or questions pertaining to its payment obligations. Buyer agrees not to make unreasonable requests for additional information. Such additional information shall be supplied within ten (10) business days. Buyer shall not delay payment for invoice items not in dispute. Payment on questioned items may be delayed until after receipt of such information and resolution of any concerns or questions and shall not be considered a default in Buyer's payment obligations.

- 3.4. If applicable, a purchase order number shall be provided by Buyer for each MSOW/SOW or signed agreement for the purchase and/or license of products and/or provision of services that is executed between the parties for administrative and invoicing purposes.

4. Compliance with Law

- 4.1. Both parties will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this EMSA and PA. Supplier warrants and represents that it has all legally required licenses and permits needed to perform the services as set forth in the applicable PA ("Services") and shall provide copies of such licenses and permits to Buyer upon request. Additionally, if applicable, Supplier specifically agrees to comply with 45 CFR 156.340(a)(1)-(4).
- 4.2. Retention of Records & Data: Supplier shall maintain books, records, documents, and other evidence pertaining to the EMSA, PA, and any MSOW/SOW under them to the extent and in such detail as shall adequately reflect the Supplier's performance. Supplier shall retain such records for a period of six (6) years following the later of: (a) expiration or termination of the applicable PA and MSOW/SOW; or (b) Buyer's final payment; provided that if the Services pertain to Buyer's Medicare business, then such records shall be retained for a period of ten (10) years following the later of: (i) expiration or termination of the applicable PA and applicable MSOW/SOW; or (b) Buyer's final payment. When a record or information completes its retention period, it shall be deleted or disposed of in accordance with Supplier's contractual obligation and commitment to uphold data safeguards.

5. Audit

- 5.1. Access to Records: With reasonable notice and during usual business hours, Supplier shall allow Buyer, or its designated third party (under confidentiality provisions no less stringent than those set forth herein) to audit those relevant facilities, systems, business record policies, procedures, internal practices, books, system procedures and records, and data logs of Supplier and/or its subcontractors, as necessary to ensure compliance with this EMSA and PA and any applicable federal and state laws, and to verify that Supplier's invoices were true and correct for time, travel, or other expenses billed to Buyer. Compliance includes, but is not limited to, ensuring that adequate HIPAA related privacy and security standards, including appropriate administrative, technical, and physical safeguards have been identified, and are implemented by Supplier to prevent the unauthorized disclosure of Protected Health Information. Supplier shall cooperate with Buyer in all reasonable respects in connection with such audits. Supplier and/or its subcontractors will permit access by the Secretary of HHS and the Office of the Inspector General ("OIG") or their designees in connection with their right to evaluate through audit, inspection, or other means, to the Supplier's books, contracts, computers or other electronic systems records, including medical records and documentation, relating to Supplier's or Buyer's obligations in accordance with Federal standards until ten (10) years from the termination date of the applicable PA.
- 5.2. Time Periods: Except as otherwise stated in a PA or otherwise required under the law (including a six (6) year retention period for HIPAA related transactions, and a ten (10) year retention period for Patient Protection Affordable Care Act and Medicare/Medicaid transactions), Supplier shall maintain adequate records of all matters relating to the applicable PA for a period of three (3) years after the expiration of such applicable PA in a manner that permits review at Supplier's sole cost and expense. Except for: (i) audits in connection with incidents relating to notification obligations attendant to security incidents and unauthorized access or distribution of personally identifiable information, or (ii) audits otherwise required under the law, Buyer's right to audit under this section will be retained by Buyer for a period of three (3) years from the date of final payment under the applicable PA. This section shall survive the term of any applicable PA.
- 5.3. Certifications: Within thirty (30) days of Buyer's written request, Supplier shall, at Supplier's sole cost and expense, begin a SSAE 18 SOC 2 Type II certification (or equivalent, i.e., ISAE 3402) relating to Supplier's business and operations, and provide Buyer with copies of the results as soon as the results are available but it is no instance longer than six (6) months following Buyer's written request. If Supplier has already performed an annual SSAE 18 SOC 2 Type II certification (or equivalent, i.e.,

ISAE 3402) within the current year, then Supplier need only provide Buyer with copies of the results of such SSAE 18 SOC 2 Type II certification (or equivalent, i.e., ISAE 3402).

- 5.4. Supplier Internal Audits: If Supplier conducts or contracts to have conducted, an internal audit or review of the services performed under any agreement with Buyer, Supplier shall timely advise Buyer thereof and shall provide Buyer with a copy of such audit or review within thirty (30) days of Buyer's written request. This includes audits/reviews performed by or at the request of any federal or state regulatory agencies. The selection of an independent auditor by Supplier to conduct an internal audit of Supplier does not preclude Buyer from conducting an audit in accordance with the terms contained herein.

6. Confidentiality

- 6.1. "Confidential Information" means (i) any written or oral information furnished by, made available directly or indirectly by, or obtained from one party to the other, which a reasonable person would determine should be treated as confidential, (ii) any information concerning the operations, affairs and businesses of Buyer and its customers or clients, and (iii) all information, including but not limited to the terms and conditions of this EMSA, any PA, trade secrets, and proprietary information, made known to any party to a PA during the term of such PA shall be considered "Confidential Information." During the term of any PA and thereafter, all Confidential Information disclosed by a party to the PA shall remain the disclosing party's property.
- 6.2. The parties agree that Confidential Information, shall remain confidential and may be further disclosed only with written consent from the disclosing party. The parties agree that this provision shall not limit or restrict Buyer from sharing Confidential Information with its affiliates or subsidiaries. The parties agree that this provision shall not limit or restrict Buyer from sharing Confidential Information in furtherance of its business objectives with employees, contractors, or consultants, provided that such employees, contractors, or consultants are under confidentiality obligations at least as stringent as those set forth herein.
- 6.3. At the conclusion of work or upon written request, all files containing Confidential Information shall be promptly returned to the disclosing party, or at the disclosing party's sole discretion, erased or rendered permanently inaccessible. Upon the disclosing party's request, the receiving party shall deliver a written statement that a diligent search and inquiry has been made for any Confidential Information, and that all such Confidential Information was returned, erased, or rendered permanently inaccessible. Neither party may keep or use any Confidential Information after the engagement is completed, except to the extent required by law, or for archival purposes only but subject to the terms and conditions of this EMSA.
- 6.4. Except as set forth in the business associate agreement ("BAA") between the parties, if any, in the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Confidential Information of the furnishing party, the receiving party promptly (within at least twenty-four (24) hours) shall: (i) notify the furnishing party; (ii) furnish the other party full details of such, and use reasonable efforts to assist the other party in investigating; and (iii) cooperate with the furnishing party to halt any continuing breach and/or disclosure of such Confidential Information.
- 6.5. Notwithstanding anything to the contrary contained herein, the provisions of this Section shall not apply to any information which: (i) at the time disclosed or obtained is in the public domain; (ii) becomes part of the public domain through no fault of the receiving party; (iii) was communicated by a third party who is not, to the receiving party's knowledge, subject to any confidentiality obligations with respect thereto; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by operation of law.

7. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

- 7.1. Business Associate. If the Services qualify Supplier as a "Business Associate" of the Buyer under HIPAA, then Supplier shall sign a separate BAA with Buyer that provides all the protections required by HIPAA. The terms and conditions and obligations of Supplier under the BAA are incorporated into this EMSA where Supplier acts in the capacity as the Buyer's Business Associate.

8. Insurance

- 8.1. Supplier shall maintain the following insurance policies with minimum limits as specified below and with insurance companies authorized to do business in the State of Michigan with a minimum AM Best rating of A-.
- 8.2. Coverage Type & Limit Amount Table:

Coverage Type	Limit Amount
Worker's Compensation Insurance	Statutory amounts
Workers Compensation Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease -- Each Employee \$1,000,000 Disease -- Policy Limit
Commercial Automobile Liability Bodily Injury and Property Damage Combined - Bodily Injury and Property Damage - Owned, Non-owned and Hired Cars	\$1,000,000 -- Combined Single Limit Each Accident
Commercial General Liability - Bodily Injury and Property Damage - Premises/Operations - Products/Completed Operations - Personal and Advertising Injury - Contractual Liability	\$1,000,000 -- Combined Single Limit
Excess/Umbrella/ Liability Insurance	\$4,000,000 -- Each Occurrence/Aggregate
Privacy and Network Security (Cyber) Liability - Credit Monitoring & Notification - Privacy Injury Liability - Crisis Management Coverage - Disclosure of HIPAA protected health information	\$3,000,000 -- Each Occurrence/Aggregate
Professional Liability Errors & Omissions	\$1,000,000 -- Per Occurrence/ \$3,000,000 Aggregate

8.3 Supplier's liability is not limited by the amount of insurance stated above. All insurance coverage carried by Supplier is primary and non-contributory with respect to any insurance coverage carried by Buyer.

8.4 Supplier's general liability and automobile liability insurance policy shall name **Insert Entity Name** as additional insured. Supplier's workers' compensation coverage shall include a waiver of subrogation in favor of **Insert Entity Name**.

8.5 Certificates of insurance evidencing insurance coverages shall be furnished to Buyer prior to commencement of work. All insurance coverages and limits noted herein must be maintained while this EMSA is in force. Such evidence and notices shall be mailed annually and as otherwise requested from time to time.

8.6 If any of Supplier's insurance policies are written on a claims-made basis, then Supplier shall maintain such claims-made coverage with the same policy limits until the termination or expiration of all PAs and following such termination or expiration of all PAs until the expiration of all applicable statutes of limitations. This requirement may be fulfilled by the acquisition of tail insurance coverage.

OR – USE FOR Offshore

8.1. Supplier shall maintain the following insurance policies with minimum limits as specified below and with insurance companies authorized to do business in the State of Michigan with a minimum AM Best rating of A-.

8.2. Coverage Type & Limit Amount Table:

Coverage Type	Limit Amount
Worker's Compensation Insurance – if supplier is statutorily required to maintain such coverage	Statutory amounts
Workers Compensation Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease -- Each Employee \$1,000,000 Disease -- Policy Limit
Commercial Automobile Liability - Bodily Injury and Property Damage Combined - Owned (if supplier owns automobiles in the United States)	\$1,000,000 -- Combined Single Limit Each Accident

- Non-owned and Hired Cars (if Supplier travels to or maintains operations in the United States)	
Commercial General Liability - Bodily Injury and Property Damage - Premises/Operations - Products/Completed Operations - Personal and Advertising Injury - Contractual Liability	\$1,000,000 –Each Occurrence
Foreign - General Liability including Products Liability - Foreign Voluntary Workers Compensation Employers Liability - Contingent Automobile Liability	\$1,000,000 – Each Occurrence Country of Origin/Hire Benefits \$1,000,000 Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease –Policy Limit \$1,000,000
Excess/Umbrella/ Liability Insurance	\$4,000,000 -- Each Occurrence/Aggregate
Privacy and Network Security Liability - Worldwide Territory subject to applicable trade and economic sanctions or where prohibited by law - Credit Monitoring & Notification - Privacy Liability - Crisis Management Coverage - Wrongful Disclosure of Data - Disclosure of HIPAA protected health information	\$3,000,000 -- Per Claim/Aggregate
Professional Liability Errors & Omissions - Worldwide Territory subject to applicable trade and economic sanctions or where prohibited by law	\$1,000,000 -- Per Claim/\$3,000,000 Aggregate

- 8.3. Supplier's liability is not limited by the amount of insurance stated above.
- 8.4. Offshore Subsidiaries, Affiliates and Subcontractors of Supplier shall maintain insurance coverages and limits that comply with all local compulsory and non-admitted insurance regulations in the applicable territories.
- 8.5. Supplier shall name Buyer (including its affiliates for whom Services are provided hereunder) as additional insured(s) on its Automobile, Commercial General Liability, Foreign and Umbrella policies and such insurance shall state that it is primary and noncontributory with respect to any insurance coverage carried by Buyer.
- 8.6. Workers' Compensation coverage shall provide a waiver of subrogation against Buyer.
- 8.7. Certificates of insurance evidencing insurance coverages shall be furnished to Buyer prior to commencement of work. All insurance coverages and limits noted herein must maintained while this Agreement is in force. Such evidence and notices shall be mailed annually and as otherwise requested from time to time to the following address: Blue Cross Blue Shield of Michigan, Risk Management Services, MC 1801, 600 Lafayette East, Detroit MI 48226.

- 8.8. If any of Supplier's insurance policies are written on a claims-made basis, then Supplier shall maintain such claims-made coverage with the same policy limits for the term of the Agreement and following the termination date for a period of three (3) years. This requirement may be fulfilled by the acquisition of tail insurance coverage.

9. Indemnification

- 9.1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its officers, directors, shareholders, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees (collectively, "Losses"), relating to, arising out of, or resulting from any third-party claim alleging (i) breach of any representation, warranty, or covenant under this EMSA and any applicable PA by the Indemnifying Party; (ii) any negligent (or more culpable) act or omission of the Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this EMSA or any PA; or (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent acts or omissions of the Indemnifying Party.

10. Operational Matters

- 10.1. Removal of Supplier Personnel Performing Services. If applicable, Buyer in its sole, exclusive, and absolute discretion may request the removal of any individual that Supplier has assigned to perform the Services. After Buyer notifies Supplier in writing, Supplier shall immediately cease scheduling the individual to provide or support Services to Buyer.
- 10.2. Property Rules. On-site Supplier Personnel as set forth in the PA shall follow and adhere to the Buyer policies and procedures applicable to the Services including, by way of example only and without limitation, (a) sign-in procedures, (b) identification badges, (c) executing confidentiality statements, (d) participation in any required training, or (e) Buyer's parking regulations.
- 10.3. Former Employees. If Supplier plans to assign a former Buyer employee to provide the Services, Supplier shall provide the full name of the individual to Buyer's Contract Administrator or Corporate Procurement Department, prior to any assignment. Buyer, in its sole discretion, reserves the right to decline the assignment of a former Buyer employee to provide the Services.
- 10.4. Supplier Cooperation. Supplier agrees to release to Buyer upon request any information, passwords, documentation, etc., regarding work they are performing while under engagement to Buyer which resides on Buyer equipment and systems, not including any documentation or information that would be considered Supplier work product.
- 10.5. Resumes. Upon Buyer's request, Supplier shall provide the resume of any agent, consultant, other employee, or subcontractor personnel assigned to provide the Services.
- 10.6. Background Check Protocol. Supplier shall provide the last five (5) digits of the social security number for any Supplier employee, agent, consultant, or subcontractor that performs work under a MSOW/SOW and is either (a) issued a Buyer "contractor badge" for ingress to and egress from Buyer locations; or (b) given access to any Buyer computer system or environment. If Supplier fails to provide such information, Buyer is under no obligation to issue a contractor badge or give access to such individual. Supplier's performance will not be excused, nor will any obligations of Supplier be limited if Buyer does not issue a contractor badge or provide access in accordance with the terms of this section.

11. Miscellaneous

- 11.1. Use of Name, Publicity. Supplier shall not, in any manner, advertise, publish, or otherwise make public, the fact that it has furnished, or contracted to furnish, Buyer with the Services without Buyer's prior written consent. Supplier shall not use, display or publish Buyer's logos, brands or trademarks without Buyer's prior written consent.
- 11.2. Governing Law. Each PA shall be governed by and construed in accordance with the laws of the State of Michigan.
- 11.3. Entire Agreement; Amendments. This EMSA and the applicable PA constitute the entire understanding between the parties to a PA with respect to the Services. Any Supplier terms and conditions included with Supplier's invoice or any other document provided by Supplier shall be of no effect. Any terms and conditions set forth in Buyer's purchase order or acknowledgement that are in addition to or in conflict with the terms and conditions set forth in a PA are of no effect. If there is a conflict among the terms of this EMSA or the PA, the terms of the PA prevail over the terms of the EMSA. No

change in the terms of this EMSA will be effective or binding on either party, unless reduced to writing and executed by the respective duly authorized representative of each party.

- 11.4. Assignment. No party may assign, in whole or in part, its rights or duties under this EMSA or any PA to any third party, without the prior written consent of the other party. However, upon prior written notice to Supplier, Buyer may assign or sublicense all or a portion of its rights and responsibilities under a PA to an affiliate or to any entity that succeeds to or acquires all or substantially all of the business of the Buyer that is a party to that PA through merger, consolidation, acquisition of stock or assets, or other business combination. The rights and duties of the parties hereunder shall inure to the benefit of and be binding upon their respective successors and permitted assigns and sublicensees.
- 11.5. Independent Contractor Status of Parties. Supplier is an independent contractor and not the agent, partner, or employee of Buyer. Supplier and Supplier Personnel are not employees of Buyer and are not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise and shall not cause or allow any third party to reasonably believe that any Supplier Personnel are employees or authorized agents of Buyer, or that Supplier has any grant of authority from Buyer, except as expressly stated in a written agreement between the parties. Supplier shall not have any authority to enter into any contract or agreement to bind Buyer and shall not represent to anyone that Supplier has such authority.
- 11.6. Headings. Captions and headings are inserted for convenience only and shall not affect the meaning or interpretation of this EMSA or any PA.
- 11.7. Waivers. No delay or omission by either party to exercise any right or remedy under this EMSA or any PA shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
- 11.8. Severability. If any provision of this EMSA or any PA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- 11.9. Survivability. Provisions surviving termination or expiration of a PA are those which on their face affect rights and obligations after termination or expiration such as provisions concerning indemnification, confidentiality, warranty, and governing law.
- 11.10. Nondiscrimination. Supplier shall not discriminate against any employee or applicant for employment in its performance of Services, with respect to his or her tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his or her age, sex, race, color, creed, national origin, or ancestry. Breach of this covenant may be regarded as a breach of this EMSA or any PA.
- 11.11. Subcontractors. Buyer shall provide its prior written consent, not to be unreasonably withheld, of its approval of use of any Supplier subcontractors, the decision of which shall be in Buyer's sole discretion. If Buyer consents to a Supplier subcontractor, such subcontractor shall comply with all applicable accreditation standards, and federal, state, and regulatory requirements, and be bound by the terms and conditions of this EMSA any applicable PA in the same manner as Supplier. Supplier acknowledges full responsibility for the actions or omissions of its approved subcontractors, whom are bound by the terms of a PA (including the terms of this EMSA).
- 11.12. Accreditation. Supplier shall comply with and adhere to all applicable accreditation standards to which Buyer is subject, as defined in the Services. If Supplier becomes or is accredited under URAC, NCQA or any other nationally recognized accreditation body during the term of any PA, Supplier shall maintain such accreditation until the termination of the applicable PA.

Supplier agrees to the above Enterprise Master Services Agreement Standard Terms and Conditions in form and substance.

SUPPLIER NAME

Authorized Signer Name: _____

Signature: _____

Title: _____

Date: _____