

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with all Exhibits, Schedules and Statements of Work, the “Agreement”) is made, entered into and effective as of [REDACTED] (the “Effective Date”) by and between **California Physicians’ Service d/b/a Blue Shield of California**, a California not for profit mutual benefit corporation, located at 601 12th Street, Oakland, California 94607 (“BSC”) and [REDACTED] (“Supplier”). BSC may be obtaining the services described in this Agreement on behalf of its affiliates and subsidiaries, including without limitation, Blue Shield of California Life & Health Insurance Company (“BSL”) and Blue Shield of California Promise Health Plan (“BSC Promise”). BSC is a health care service plan licensed under the Knox-Keene Act and regulated by the California Department of Managed Health Care. BSL is licensed as a life and disability insurance company pursuant to the California Insurance Code and is regulated by the California Department of Insurance. BSC Promise is a health care service plan licensed under the Knox-Keene Act and regulated by the California Department of Managed Health Care and the California Department of Health Care Services. References to specific laws or regulatory agencies in this Agreement may be applicable only to BSC, or only to its affiliates or subsidiaries. References to specific laws or regulatory agencies in this Agreement may be applicable only to BSC, or only to its affiliates or subsidiaries.

WHEREAS, BSC does not have the expertise to do the specific services it needs and desires to have Supplier provide BSC with the services set forth below (the “Services”); and

WHEREAS, Supplier has the knowledge, experience, expertise and ability to provide the Services and has provided such services to other clients over a reasonable period of time.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Services

(use the bracketed language highlighted below only if applicable; otherwise it can be deleted, and the placeholder Schedule 2 as well)

Supplier will provide to BSC the Services, which includes any related Deliverables, as are more fully set forth in the Statement of Work attached hereto as Exhibit A (the “SOW”). From time to time BSC may desire to obtain, and Supplier may desire to perform, additional Services, including related Deliverables, pursuant to a new SOW. New SOWs should be in the form of Exhibit A, unless the parties agree otherwise. In such event the initial SOW shall be designated Exhibit A-1 and each new additional SOW shall be consecutively numbered (e.g., Exhibit A-2, A-3, A-4, etc.). All additional SOWs shall at a minimum set forth a description of the Services to be provided and the fees to be paid in consideration of such Services, and shall only become effective upon execution by Supplier and an authorized representative of BSC. **[If so identified in an SOW, fees will be based on the rates set forth on the rate card in Schedule 2.]** Upon mutual execution, such new SOW shall be deemed a part of this Agreement and incorporated herein by reference.

(the following bracketed language is optional; include if applicable)

[Unless requested or approved by BSC, Supplier shall not remove or reassign any Supplier personnel prior to completion of all of their assigned tasks, except in the case of death, disability, illness, termination of employment or other grave personal circumstances. Supplier shall use all reasonable efforts, consistent with BSC’s resource requirements and staffing preferences, to minimize turnover on BSC’s account and staff new

work with qualified personnel who have gained experience with BSC on prior work. In the event that Supplier replaces Supplier personnel assigned to the BSC account or SOW, Supplier shall not charge BSC for the time and expenses that Supplier incurs in order to transition the new Supplier personnel onto the account or SOW.]

[Supplier will provide to BSC written reports of the progress of the work [weekly/monthly] or as otherwise specified in the applicable SOW.]

2. Compensation, Billing Terms, and Procedures

Supplier will be paid as set forth in the applicable SOW. Supplier will submit invoices to the BSC address and individual designated in each SOW. Except as otherwise provided in an SOW, invoices for fees and expenses will be submitted to BSC monthly, in the month immediately following performance of the Services. BSC shall not be required to pay Supplier any amounts for the Services except such amounts as are expressly set forth in this Agreement and/or the applicable Statement of Work.

3. Taxpayer Identification Number

Prior to commencing the Services, Supplier shall provide BSC with a duly executed IRS Form W-9 as set forth on **Exhibit B** and provide Supplier's Employer Identification Number ("EIN") or Social Security Number ("SSN") to BSC.

4. Term and Termination

This Agreement shall be effective as of the Effective Date and shall continue in effect until terminated as hereinafter provided. BSC may, at any time, without cause, terminate this Agreement or any SOW by giving Supplier five (5) business days' prior written notice. Supplier shall stop performing Services on the date specified in the termination notice and deliver to BSC all Deliverables completed or in progress up to the date of termination. In the event BSC terminates this Agreement or any SOW without cause, BSC will only be obligated to pay Supplier for the Services actually performed, and allowed reimbursable expenses incurred in accordance with Schedule 1, through the date of termination. In the event of a breach by either party, the other party shall give written notice to the breaching party of its intent to terminate this Agreement. The breaching party shall then have ten (10) days after receipt of the notice to cure the breach. If the breaching party does not cure the breach within said ten (10) day period, this Agreement may be terminated by the non-breaching party. If BSC terminates the Agreement for a breach, Supplier understands and agrees that BSC will pay no further compensation to Supplier for any work performed by Supplier after Supplier's receipt of the termination notice.

Notwithstanding the foregoing, if Supplier breaches the provisions of Sections 6 (Ownership of Materials) or 7 (Confidential Information) hereof, then in order to protect its confidential and proprietary information, including its trade secrets, BSC shall be entitled to immediately obtain injunctive relief, Supplier will be responsible for any damages BSC suffers as a result of the breach, and the Agreement may be immediately terminated by BSC.

Commencing upon the earlier to occur of three (3) months prior to the expiration of any SOW or upon notice of termination of this Agreement or any SOW, Supplier shall cooperate with BSC to develop as promptly as reasonable a comprehensive plan for transferring the Services back to BSC or to any successor supplier designated by BSC in accordance with the timeframe specified by BSC, and continuing for up to six (6) months following the effective date of termination of the Agreement or any SOW, as applicable (the "Termination Assistance Period"). As further set forth in Section 5 (Termination Assistance Services) below, Supplier shall assist BSC in transferring the Services in an expeditious manner in order to minimize the possibility of discontinuity or disruption to BSC. As part of the transfer of the Services, Supplier shall provide

adequate information on the Services environment to allow BSC or any successor supplier engaged by BSC to duplicate such environment and the Services.

5. Termination Assistance Services

Upon BSC's request at any time during the Termination Assistance Period, Supplier shall (and shall cause its subcontractors to) continue providing the Services without interruption or adverse effect and provide all reasonably necessary assistance to facilitate the orderly transfer of the Services to BSC or its designee (the "Successor") during the Termination Assistance Period, including the Termination Assistance Services (as defined below), regardless of the reason for termination, expiration, or cessation of Services. The quality and level of performance of the Services during the Termination Assistance Period shall be consistent with the general quality and level of performance of the Services during the Term.

The fees set forth in the applicable SOW include all Termination Assistance Services provided by Supplier during the Term, and Supplier shall not charge BSC any variable or other fees for such services. For Termination Assistance Services provided by Supplier after the last day of the Term, Supplier shall provide such services: (a) in the case of Termination Assistance Services that are Services, at the rates in effect for such Services immediately prior to termination or expiration of the Agreement; and (b) for Termination Assistance Services for which no rates exist immediately prior to such termination or expiration, at rates that are the rates set forth in a written amendment (or if no such amendment is agreed, at rates not to exceed rates charged by Supplier to its preferred customers). Termination Assistance Services provided after the last day of the Term shall be subject to the provisions of the Agreement as such provisions would have been applicable to the Services prior to the effective date of termination or expiration. If Supplier has terminated this Agreement for BSC's failure to pay undisputed charges that are due and owing in accordance with this Agreement, then the provision of Termination Assistance Services shall be subject to BSC paying the estimated charges for Termination Assistance Services monthly in advance. After the last day of the Termination Assistance Period, Supplier shall: (x) answer reasonable questions from BSC and/or Successor regarding the Services, and Supplier may charge for any time engaged in responding to such questions, provided that such charges shall not exceed the rates set forth in a written amendment (or if no such amendment is agreed, at rates not to exceed rates charged by Supplier to its preferred customers); and (y) deliver to BSC copies of any remaining BSC-owned reports, documentation, and other items still in Supplier's possession.

"Termination Assistance Services" shall mean Supplier's (and its subcontractors') provision of: (a) the Services (and any replacements thereof or substitutions therefore); (b) cooperation with BSC and Successor as necessary to facilitate the smooth and orderly transition of the Services to BSC or Successor; (c) information relating to the number and function of each of the Supplier staff; (d) subject to the approval of BSC, a plan for the smooth and orderly transition of the performance of the Services from Supplier to BSC and/or Successor; (e) training for personnel of BSC and/or Successor in the performance of the Services being transitioned to BSC and/or Successor; (f) information related to the Services that will assist BSC in drafting requests for proposals relating to the Services, and cooperation with, and due diligence information for, receipts of such requests for proposals; and (g) other services reasonable requested by BSC necessary to facilitate the transfer of Services.

6. Ownership of Materials

Any and all information and Material provided to Supplier by BSC, or anyone acting for or on behalf of BSC, will remain the sole property of BSC and any such information and Material is provided to Supplier solely to provide the Services under this Agreement. Such information and Material shall be considered BSC's Confidential Information as provided for in Section 7 (Confidential Information) of this Agreement.

“Material” means all systems, software, technology, equipment, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, program names, designs, drawings, videos, and other material created, furnished or made available in connection with this Agreement.

Supplier agrees all Materials created or provided by Supplier as part of or in providing the Services to BSC or in connection with the Agreement, and the Deliverables, shall be owned by and be the property of BSC and BSC shall have the exclusive ownership of all such Materials and Deliverables and shall exclusively own all United States and international copyrights, patents, trade secrets, trademarks and all other intellectual property rights in such Materials and Deliverables. Supplier assigns, and upon creation of each element of each piece of Material or Deliverable automatically assigns to BSC, its successors and assigns, all right, title and interest in and to the Material and Deliverable and ownership of all United States and international copyrights, patents, trade secrets, trademarks and all other intellectual property rights in each element of each piece of the Material or Deliverable. From time to time, upon BSC’s request, either Supplier or Supplier’s personnel or both shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as BSC may request. BSC and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations, patents, trade secrets, trademarks and other evidence of rights that may be available for the Materials or Deliverables and any portion(s) thereof. All of the Materials and Deliverables, whether completed or not, will be promptly given to BSC upon the termination or expiration of this Agreement, or upon BSC’s request, and Supplier shall not use or retain any copies of the Materials or Deliverables.

Supplier shall not incorporate any proprietary Material of Supplier or any third party into any Material or Deliverable created in connection with this Agreement without BSC’s prior written consent. If Supplier incorporates any proprietary Material of Supplier or a third party into Material or a Deliverable created in connection with this Agreement without such BSC prior written consent, then (i) in the case of Supplier’s proprietary Material, Supplier hereby grants to BSC and its affiliates, and (ii) in the case of third party proprietary Material, Supplier shall procure for BSC and its affiliates, a perpetual, irrevocable, non-exclusive, worldwide, paid-up right and license to make, use, copy, display, operate, maintain, support, modify, enhance, prepare derivative works of, sublicense and distribute such Material, in connection with BSC’s business, and to authorize others (including BSC’s third party contractors) to do the same on behalf of BSC, for no additional charge.

7. Confidential Information

(Exhibit E is a placeholder for the BAA. If this Agreement doesn’t have a BAA, then delete the bracketed highlight below as well as the placeholder Exhibit F, and renumber exhibits accordingly.)

Supplier agrees to be bound by **Exhibit C [and Exhibit F]** to this Agreement, which is attached hereto and incorporated by reference herein. Supplier shall be responsible for all acts and omissions of subcontractors, Supplier personnel, Supplier affiliates and any third party to whom Supplier permits access to BSC Data or BSC Confidential Information (as defined in **Exhibit C**), including for purposes of determining Supplier’s liability under this Agreement (including Supplier’s confidentiality obligations). Supplier shall not provide any BSC Confidential Information to any subcontractor, affiliate, or third party without the prior written consent of BSC and only if such party has executed a written agreement protecting the confidentiality of the information on terms no less rigorous than those set forth in this Agreement. Supplier shall not remove any BSC Confidential Information or other BSC Materials from BSC’s premises without the prior written consent

of BSC. Upon receiving such consent, Supplier shall provide to BSC a written list specifically setting forth what BSC Confidential Information or Materials Supplier is removing from the BSC premises. All such Confidential Information and Materials shall be returned to BSC, upon BSC's request or as is provided for in **Exhibit C [and Exhibit F]**. Supplier agrees that information (including data) provided by BSC, whether Confidential Information or not, shall not be transmitted or stored outside the United States of America without BSC's prior written consent. Supplier further agrees that the terms and conditions of the Agreement are considered Confidential Information and are governed by the provisions set forth in this Section 7.

8. Examination of Records

BSC, and any governmental officials entitled to such access by law, may at any time during the term of this Agreement and for one (1) year after the termination of this Agreement, upon reasonable notice, examine Supplier's records pertaining to the Services.

Overcharges:

- i. If as a result of an examination of records or otherwise it is determined that Supplier has overcharged, or failed to pay any amounts due to BSC as required hereunder, in the previous twelve (12) month period (collectively, "Overcharges"), Supplier shall credit BSC's account (or, at BSC's option, pay BSC directly) an amount equal to the Overcharge plus interest at the prime rate (as shown in *The Wall Street Journal*) calculated from the date the Overcharge was paid by BSC or due by Supplier to BSC.
- ii. If an examination of Supplier charges on invoices discloses that Supplier's Overcharges in the previous twelve (12) month period exceeded five (5%) percent of the Supplier charges audited during such period, Supplier shall also reimburse BSC for the cost of such examination.

9. Indemnification

Supplier will be solely and entirely responsible for Supplier's actions and the actions of Supplier's agents, employees, representatives and subcontractors. Supplier agrees to fully indemnify, defend and hold harmless (collectively "Indemnify") BSC (including, for purposes of this Section 9, BSC's directors, officers, employees, representatives and agents) from and against any losses, actions, liabilities, damages, claims, demands, obligations, costs or expenses (including reasonable attorneys' fees, disbursements and costs of investigation, litigation, settlement, and judgment and any taxes, interest, penalties and fines with respect to the foregoing) (collectively, "Losses") arising from (i) acts or omissions of Supplier or any of Supplier's agents, employees, representatives or subcontractors; or (ii) claims made by Supplier's agents, employees, representatives or subcontractors. Supplier represents and warrants that (a) Supplier and its subcontractors will perform their responsibilities under this Agreement in a manner that does not infringe or constitute infringement or misappropriation of any patent, copyright, trade secret or other property right of any third party; (b) Supplier has all rights and licenses necessary to convey to BSC (and to its affiliates, where applicable) the rights of ownership (or license rights to, as applicable) to all Materials, Deliverables, and other items provided by or on the behalf of Supplier pursuant to this Agreement; and (c) no Materials, Deliverables, software, equipment, or other items provided by or on behalf of Supplier, nor their use by BSC or its affiliates, will infringe or constitute an infringement or misappropriation of any patent, copyright, trade secret, or other property right of any third party. Supplier will Indemnify BSC from and against any and all Losses arising from or in connection with a breach of Supplier's representations and warranties set forth in this Section 9. If any Deliverable, Material or other item provided by Supplier to BSC is, or in Supplier's opinion is likely to be, held to constitute an infringing product, Supplier shall at Supplier's expense and option immediately either: (i) procure the right for BSC to continue using it, (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing. During the pendency of any claim against Supplier or BSC with

respect to an infringement claim, BSC may withhold compensation associated with the claim. BSC shall have the right to select the counsel who will provide the indemnification defense, subject to Supplier's approval, which shall not be unreasonably withheld. Should Supplier fail to furnish a defense or the defense is clearly inadequate or insufficient, as determined by BSC, BSC may assume its own defense and Supplier shall reimburse, on a monthly basis, BSC for this defense.

10. Independent Contractor

A. Supplier is an independent contractor and nothing herein shall be construed to the contrary. Supplier shall not assume or create any obligations or responsibilities express or implied, on behalf of or in the name of BSC, or bind BSC in any manner or thing whatsoever without BSC's written consent. Supplier will use Supplier's own tools and instruments in providing the Services. Except for those resources that BSC expressly agrees to provide in an SOW, Supplier shall provide all personnel, software, hardware, facilities, and other resources as may be necessary to perform the Services in accordance with the Agreement. Supplier will supply all necessary labor to render Services under this Agreement and may use subcontractors in doing so, as set forth in Section 10.B. Supplier's execution of any subcontracts, including subcontracts approved by BSC, will not relieve, waive or diminish any obligation Supplier may have to BSC under this Agreement and Supplier shall be responsible and liable for all acts or omissions of its subcontractors, their employees or agents. Supplier shall be solely responsible for the direction and control of Supplier's agents, employees, representatives and subcontractors, including decisions regarding hiring, firing, supervision, assignment and the setting of wages and working conditions. BSC shall neither have nor exercise disciplinary control or authority over Supplier or Supplier's agents, employees, representatives or subcontractors. No agent, employee, representative or subcontractor of Supplier shall be or be deemed to be the employee, agent, representative or subcontractor of BSC. None of the employer-paid benefits provided by BSC to its own employees, including but not limited to workers' compensation insurance and unemployment insurance, are available from BSC to Supplier or to Supplier's employees, agents, representatives or subcontractors. Supplier agrees to provide workers' compensation insurance for any person utilized by Supplier to perform services under this Agreement and to pay all applicable social security taxes, unemployment compensation taxes, income taxes and other employer taxes and contributions required by any federal, state or local law with respect to Supplier or to persons utilized by Supplier to perform services under this Agreement.

B. Supplier shall not subcontract the performance of, or delegate any of, its responsibilities under this Agreement without first obtaining the prior written approval of BSC, which may be granted or withheld in BSC's reasonable discretion. When seeking such approval, Supplier will give BSC reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed subcontractor and the results of any due diligence carried out with regard to the proposed subcontractor. Any subcontractors approved by BSC pursuant to this Section shall be an "Approved Subcontractor." BSC may require Supplier to replace any Approved Subcontractor found, in the reasonable judgment of BSC, to be unacceptable (e.g., on account of deficiencies in performance). Any such Approved Subcontractor that BSC requires Supplier to replace shall no longer be deemed to be an Approved Subcontractor.

11. Tax Reporting and Filing

For all purposes, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, Federal income tax withholding requirements, California Personal Income Tax Withholding, California Unemployment taxes, California Disability Insurance, and all other federal, state and local laws, rules and regulations, Supplier (and Supplier's respective employees, agents, representatives and subcontractors, if any) shall be treated as an independent contractor Supplier and not as a BSC employee.

Supplier acknowledges and agrees that Supplier shall be responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Supplier under this Agreement. BSC will not withhold any employment taxes from compensation it pays Supplier. Rather, BSC will report the amount it pays Supplier on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

12. Performing Services for Others

BSC agrees that Supplier may perform services for others, so long as the performance of those services does not interfere with the performance or completion of any Services. It is expressly understood and agreed that this Agreement does not grant to Supplier any exclusive rights to do business with BSC and that BSC may contract with other suppliers for the procurement of comparable services. BSC makes no guarantee or commitment for any minimum or maximum amount of Services to be purchased under this Agreement.

13. Insurance

Supplier shall maintain the insurance coverage, and is also responsible for its Subcontractors maintaining sufficient limits of the same insurance coverage as set forth in Exhibit D to this Agreement, which is attached hereto and incorporated by reference herein. Before commencing performance of Work, Supplier shall furnish BSC with certificates of insurance and endorsements of all required insurance for Supplier. The documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to BSC. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

SupplierCertificate@blueshieldca.com

14. Force Majeure

(use the bracketed language only if Disaster Recovery language is included as part of this Master Services Agreement – see Exhibit H; otherwise the bracketed language should be deleted.)

Neither party shall be liable, and its performance shall be excused, for any delays resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war, sabotage, terrorism, acts of aggression or other violence (a “Force Majeure Event”), provided such party shall have used its commercially reasonable efforts to mitigate its effects and has given prompt written notice to the other party. The time for the performance shall be extended for the period of delay or inability to perform due to such occurrences up to a period of five days at which time the party unaffected by the Force Majeure Event may immediately terminate this Agreement. Moreover, during such force majeure event, both parties acknowledge that the accuracy and completeness of the Services may be limited by inaccuracies and incompleteness, if any, within data provided to Supplier by BSC.

Notwithstanding the foregoing, Supplier acknowledges and agrees that this Section 14 shall not excuse, limit or otherwise modify Supplier’s obligation to provide disaster recovery services [as described in Exhibit H] or to perform any other standard disaster recovery or business continuity procedures.

15. Compliance with Laws and BSC’s Policies and Procedures

Supplier will comply with all applicable laws, rules and regulations while providing the Services and will comply with the applicable policies and procedures of BSC, including, without limitation, BSC’s Code of Business Conduct.

16. Representations and Warranties

A. Supplier represents and warrants (i) that it has full power and authority to provide the Services and Deliverables to BSC and to grant BSC the rights granted herein; (ii) that it has and will maintain any and all licenses and permits required to perform the Services while Supplier serves as an independent contractor to BSC; and (iii) that all Services, including creation of all Deliverables, will be performed within the United States of America.

B. Supplier represents and warrants that:

(i) It will perform the Services on a professional best efforts basis and that the findings, recommendations and Deliverables provided or set forth in the Services, as well as any other Materials provided to BSC, will reflect Supplier's best professional judgment based on the information available to Supplier.

(ii) Supplier personnel assigned to perform Services under this Agreement and any SOW have the necessary qualifications, competence, and experience required to provide the Services and the Deliverables. If BSC, at its sole discretion, is not satisfied with the performance of any Supplier personnel, or if BSC determines in good faith that the presence of the Supplier personnel on the BSC account is not in BSC's best interest, BSC shall notify Supplier and Supplier shall promptly furnish replacement Supplier personnel.

(iii) All Materials supplied to BSC, if any, and any associated workmanship, will be free from errors, faults, and defects and in conformance with the requirements of this Agreement and any SOW for a period of twelve (12) months following completion of the Services. If any longer warranty is specified for any Materials or workmanship under any SOW, the longer warranty period will govern. Supplier will ensure that all Materials that carry a manufacturer's warranty are registered with the manufacturer in BSC's name.

(iv) Upon notice from BSC, Supplier will promptly remedy any non-conformance with the warranties set forth in this Section 16.B. within a thirty (30) day cure period. In the event such breach is not remedied within the applicable cure period, Supplier will, upon BSC's request and without limiting any other remedies BSC may have, refund all amounts paid by BSC related to the either the non-conforming Services or Deliverables or both and reimburse BSC for additional costs BSC incurs related to the provision of either replacement services or replacement deliverables or both. Supplier will be allowed only one cure period for the same or similar breach.

17. Change Control and Escalation.

Any changes to the Services, Deliverables or fees under an SOW must be submitted in writing by the party requesting such change to the other party (a "Change Request"). For Change Requests submitted by BSC, Supplier shall notify BSC in writing of any cost, functionality and schedule impacts within two (2) business days. If Supplier and BSC agree to approve a Change Request, the parties shall enter into a mutually executed amendment to the respective SOW, which identifies all changes to the terms set forth in such SOW. The terms set forth in the respective SOW shall remain in place until such time as an amendment reflecting the proposed change has been signed by an authorized representative of each party.

If the parties are unable to agree on any change, or if the parties otherwise have a dispute under this Agreement or any SOW, either party may escalate the matter to a senior representative who does not devote substantially all of his or her time to performance under this Agreement, who will offer to meet with a designated senior representative of the other party for the purpose of attempting to resolve the dispute amicably.

Formal dispute resolution may be commenced by a party upon the first to occur of any of the following:

(i) thirty-five (35) days have passed from the date on which a party receives notice of a dispute from the other party (this period will be deemed to run notwithstanding any claim that the informal dispute resolution process described in this Section 17 was not followed or completed); or

(ii) commencement of formal dispute resolution is deemed appropriate by a party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, or a party makes a good faith determination that a breach of this Agreement by the other party is such that a temporary restraining order or other injunctive or conservatory relief is necessary.. The parties will each continue performing their responsibilities during any dispute between the parties (including disputes over payment). Supplier will not have the right to suspend services to BSC under any circumstance.

18. Oversight & Monitoring

(Refer to the Exhibit Matrix to determine if this Section 19 language is required to be included; exclude if not applicable; if excluded, ensure the rest of the contract numbering is corrected)

A. Members.

(i) Communications. All communications to Members and Providers by Supplier shall conform to the applicable BSC policies. BSC shall approve in advance all forms of communications to Members and Providers. Supplier shall submit all communications to BSC at least ten (10) business days prior to the date upon which it is proposed that the communication will be distributed to the Member(s) or Providers, unless another period is specified in a Statement of Work. If BSC has not notified Supplier of its approval or non-approval of a communication within ten (10) business days after Supplier submits such communication to BSC (or such other period specified in a Statement of Work) such communication shall be deemed to be approved unless BSC notifies Supplier that BSC requires a reasonable amount of additional time to review such communication. The content of Member and Provider letters and any other communications may be modified by BSC, at its request from time to time, and for any reason, including, but not limited to, clinical consistency or brand reasons.

(ii) **Complaints and Grievances.** BSC shall be responsible for the investigation, monitoring and oversight of all Member inquiries, complaints and grievances related to the Services. Supplier shall promptly notify BSC of receipt of any complaints, grievances or liability claims filed or asserted by a Member against Supplier or BSC and shall provide BSC with copies of all written communications between such Member and Supplier regarding such complaint, grievance or claim. Supplier shall promptly refer to BSC all non-routine inquiries from Members, attorneys, governmental authorities or other persons which involve a Member complaint regarding Services provided under this Agreement. Supplier shall cooperate with BSC in identifying, processing, and resolving all Member issues grievances and other complaints, in accordance with BSC's policies, including adhering to applicable time limits as required by applicable law and BSC's business practices. Supplier shall comply with BSC's resolution of any such complaints or grievances including specific findings, conclusions and orders of any governmental authority (including the Department of Managed Health Care, the California Department of Insurance or the Centers for Medicare and Medicaid Services). To the extent that such Member issues require a corrective action plan by Supplier, such corrective action plan shall promptly be submitted to BSC for review. If BSC accepts the submitted corrective action plan, BSC will monitor to ensure that the corrective action is completed. If BSC does not accept the corrective action plan as submitted, BSC will present Supplier with a corrective action plan for implementation, and Supplier shall implement such corrective action plan. Should Supplier not agree to comply with the corrective action plan, and compliance is considered essential by BSC, then BSC shall contact the Supplier Senior

Executive. If Supplier still does not agree to comply with the corrective action plan, BSC may terminate the Agreement by giving Supplier sixty (60) days written notice and without payment of any termination fee.

(iii) **Benefits and Coverage.** All decisions regarding benefits or coverage are reserved to BSC, and Supplier shall refer Members or providers who have questions or disputes regarding such benefits or coverage to BSC for response and resolution.

(iv) **Non-discrimination.** Except as otherwise provided in this Agreement, Supplier shall not discriminate against any Member in its provision of Services under this Agreement on account of race, sex, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, health status, disability, need for medical care, utilization of medical or mental health services or supplies, sexual preference or orientation, gender, gender identity, veteran's status, health insurance coverage, or status as a Member.

(v) **Charges to Members.** In no event, including but not limited to nonpayment by BSC or BSC's insolvency or breach of this Agreement, will Supplier bill, charge, collect a deposit from, impose a surcharge on, seek compensation, remuneration or reimbursement from or have any recourse against, BSC customers, Members or individuals or providers responsible for their care, or any other third party, for Services furnished hereunder. In the event of a breach of this Section, BSC may take any action that BSC, in its sole discretion deems appropriate, including the right to reimburse the BSC customer, Member or third party the amount of any payment and offset the amount of such payment from any amounts then or thereafter owed by BSC to Supplier.

B. Monitoring and Oversight.

BSC will designate program managers to coordinate the monitoring and oversight activities performed by BSC to ensure Supplier's compliance with the terms of this Agreement. Such monitoring and oversight activities include periodic reports from Supplier as well as regularly scheduled meetings between clinical staff of Supplier and BSC. At least quarterly, such reports are reviewed by clinical staff at BSC to ensure performance under the Agreement. To the extent that the review of such reports and communications indicate a deficiency in some aspect of Supplier's performance under the Agreement, Supplier shall have thirty (30) days to submit a corrective action plan to BSC. If BSC accepts the submitted corrective action plan, BSC will monitor to ensure that the corrective action is completed. If BSC does not accept the corrective action plan as submitted, BSC will present Supplier with a corrective action plan for implementation. Should Supplier not agree to comply with the corrective action plan, and compliance is considered essential by BSC, then BSC will contact a Supplier senior executive. If Supplier still does not agree to comply, BSC may terminate the Agreement by giving Supplier sixty (60) days written notice and without payment of any termination fee. In addition, Supplier shall adhere to the requirements of Exhibit ___ (Oversight and Monitoring) attached hereto.

19. Miscellaneous (this Section reference as "20" may revert to "19" per the above instruction)

A. Assignment. This Agreement may not be voluntarily or by operation of law assigned or transferred in whole or part, or in any other manner transferred by Supplier without the prior written consent of BSC. Any attempt to assign or transfer this Agreement other than in conformance with this Section shall be of no effect and considered null and void. For purposes of this Section, any change of control of Supplier (including, without limitation, (i) any other entity, person or group acquiring all or substantially all of the assets of Supplier (or any parent company of Supplier), whether directly or indirectly, in a single transaction or series

of related transactions, or (ii) that Supplier (or any parent company of Supplier) will give up control through an act to consolidate with, or be merged with or into, another entity, or will sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its assets to another person or entity) shall be deemed an assignment.

B. Amendments. No change, amendment or modification of this Agreement, including any SOWs attached hereto, shall be valid unless the same is in writing and signed by Supplier and an authorized representative of BSC.

C. Waiver. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder in any one or more instances or to insist on strict compliance with the performance of this Agreement or to take advantage of any respective rights shall operate as a waiver thereof or the relinquishment of such rights in other instances but the same shall continue and remain in full force and effect nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

D. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

E. Notice. Any notice shall be deemed given by U.S. mail, certified, return receipt requested, personal delivery, or by courier to the below addresses, or to such other addresses as may be provided by one party to the other in accordance with this Section. Notice by mail shall be deemed delivered five (5) days after the date it was mailed. Personal delivery shall be deemed to occur upon delivery to the receiving party or his/her/itsoffice. Notice by courier shall be deemed delivered upon delivery by the courier.

If to BSC:

Blue Shield of California
601 12th Street, Oakland, California 94607
Attn: [REDACTED]

with a copy to:

Blue Shield of California
601 12th Street, Oakland, California 94607
Attn: Law Department

If to Supplier:

Name [REDACTED]
Address [REDACTED]
Attn: [REDACTED]

F. Governing Laws. This Agreement and any and all matters arising under or arising from or related to the Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles. It is agreed by the parties that any action arising out of, in connection with, or in any way involving this Agreement or the parties hereto, shall be brought only in California federal or state courts with proper venue and jurisdiction and proper venue shall lie only in a court of competent jurisdiction located in San Francisco County. Each party shall comply with all applicable federal, state and

local statutes, laws, ordinances, regulations, rules, orders and codes in the performance of its obligations hereunder.

G. Use of Names/Publicity. Supplier shall not use BSC's name, logo, service marks, domain names, symbols or any other BSC name or mark without BSC's prior written consent, other than in providing the Services to BSC under this Agreement. Supplier may not use BSC as a reference or this Agreement as an endorsement of Supplier's work without BSC's prior written consent. The parties will cooperate to create any and all appropriate public, promotional announcements or press releases relating to the relationship set forth in this Agreement. Neither party shall make any public announcement regarding the existence or content of this Agreement without the other party's prior written approval and consent.

H. Successors and Assigns. This Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of BSC and Supplier and their respective successors, transferees, permitted assignees or legal representatives. Any terms of this Agreement containing a reference to Supplier or BSC shall apply with equal effect to any such successor, permitted assignee, transferee or legal representative of the party in question.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

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

K. Interpretation. In the event any dispute arises in regard to the interpretation of any term or condition of this Agreement, notwithstanding any rule to the contrary, including but not limited to California Civil Code Section 1654, the parties agree that the drafting of this Agreement shall not be deemed that of one party or their agent and that any rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable.

L. Remedies. The rights and remedies herein provided shall be cumulative and no one of them shall be exclusive of any other and shall be in addition to any other remedies available at law or in equity.

M. Order of Precedence.

(use this language when a BAA is involved):

In the event of any conflict between or among the provisions contained in the Agreement, the following order of precedence will govern: (i) the Business Associate Agreement (or Addendum), attached hereto as **Exhibit F** (if applicable); (ii) this Agreement, exclusive of its Exhibits (other than the Business Associate Agreement or Addendum); (iii) Exhibits to this Agreement (other than the Business Associate Agreement or Addendum); (iv) other attachments to this Agreement; (v) other documents incorporated by reference; and (vi) Statements of Work.

(use this language when a BAA is NOT involved):

In the event of any conflict between or among the provisions contained in the Agreement, the following order of precedence will govern: (i) this Agreement, exclusive of its Exhibits; (ii) Exhibits to this Agreement; (iii) other attachments to this Agreement; (iv) other documents incorporated by reference; and (v) Statements of Work.

N. Survival. **(update depending if Oversight and Monitoring language is used/not used)** Sections 6 (Ownership of Materials), 7 (Confidential Information), 8 (Examination of Records), 9 (Indemnification), 10 (Independent Contractor), 16 (Representations and Warranties), **18 (Oversight and Monitoring)** and this Section **19** shall survive any termination or expiration of this Agreement.

O. Association Disclosure. Supplier hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Supplier and BSC, that BSC is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue

Shield Plans (the “Association”) permitting BSC to use the Blue Shield Service Mark in the State of California, and that BSC is not contracting as the agent of the Association. Supplier further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BSC and that no person, entity, or organization other than BSC shall be held accountable or liable to Supplier for any of BSC’s obligations to Supplier under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BSC other than those obligations under other provisions of this Agreement.

P. If applicable, Executive Order 11246, 29 C.F.R. Part 471, Appendix A to Subpart A, and 41 C.F.R. Parts 60-1.4, 60-1.7, 60-4.3 are incorporated. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and against qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

(note about exhibits:

- All exhibits attached to the MSA have to be introduced in the MSA. Exhibits A-E are introduced in the body of the MSA.
- The below are placeholders for commonly used exhibits, and illustrate how to introduce an exhibit into the MSA. This list is not exhaustive. Refer to the Exhibit Matrix Guide to know what exhibits to attach to the MSA fitting the conditions of your specific deal.
- Delete any of the below placeholder exhibits (and exhibit references within the body of the MSA) if not applicable.
- Exhibits can be renamed provided the updated naming occurs consistently throughout the MSA.
- Refer to Sharepoint for latest exhibit templates.)

Q. IT Security Contract Terms. Supplier shall adhere to the IT Security Contract Terms, attached hereto as **Exhibit G.**

R. Disaster Recovery and Business Continuity Plan. Supplier shall adhere to the Disaster Recovery and Business Continuity Plan, attached hereto as **Exhibit H.**

S. Audit Rights & Requirements Exhibit. Supplier shall adhere to the Audit Rights & Requirements, attached hereto as **Exhibit I.**

T. Record Retention & Destruction Exhibit. Supplier shall adhere to the Record Retention & Destruction Exhibit, attached hereto as **Exhibit J.**

U. Medicare Advantage Regulatory Exhibit. To the extent Services pertain to BSC’s Medicare book of business, Supplier shall adhere to the Medicare Advantage Regulatory Exhibit, attached hereto as **Exhibit K.**

V. Service Levels. Supplier shall meet or exceed the Service Levels, attached hereto as **Exhibit L.**

W. Background Checks. Supplier shall adhere to the background check requirements, attached hereto as **Exhibit M.**

X. Data Sharing Agreement. Supplier shall adhere to the Data Sharing Agreement.

Y. Rules of Interpretation

All references in this Agreement to “days” will, unless otherwise specified, mean calendar days. Unless the context requires otherwise, (i) ”including” (and any of its derivative forms) means including but not limited to, (ii) ”may” means has the right, but not the obligation to do something and “may not” means does not have the right to do something, (iii) ”will” and “shall” are expressions of command, not merely expressions of future intent or expectation, and (iv) use of the singular imports the plural and vice versa.

Z. Exhibits.

All exhibits attached to this Agreement will be deemed a part of this Agreement and incorporated herein by reference. The term "Agreement" includes the exhibits listed in this section. Terms, which are defined in this Agreement and used in any exhibit, will have the same meaning in the exhibit as in this Agreement.

AA. Entire Agreement.

This Agreement constitutes the entire understanding between the parties. All previous representations or undertakings, whether oral or in writing, are superseded by this Agreement; provided that any and all confidential or proprietary information under any prior agreement between the parties shall be deemed part of the Confidential Information under this Agreement for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first set forth above.

SUPPLIER NAME (“SUPPLIER”)

**CALIFORNIA PHYSICIANS’ SERVICE
d/b/a BLUE SHIELD OF CALIFORNIA
 (“BSC”)**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attach Exhibits Here