

### Merative Integrated Care

This Service Description describes the Software as a Service ("SaaS"). The applicable order documents provide pricing and additional details about Client's order.

#### 1. Software as a Service

##### 1.1 Offerings

The Client may select from the following available offerings.

###### 1.1.1 Merative Integrated Care Standard

Merative Integrated Care Value-Based Care and Merative Integrated Care Government (the "SaaS") provides the Client a highly efficient care coordination and management solution that makes personalized care management scalable. The SaaS combines care management best practices, automated workflows and insights to enable care managers to create individualized care plans addressing all determinants of health and engage individuals for better health.

The Standard version of the SaaS includes the following features and functions:

- **Care Recipient Summary:**  
View a comprehensive health summary using information that spans across systems and information provided by care providers to create a view of a Care Recipient's care status.
- **Intelligent Care Best Practices:**  
Utilizes industry standard interventions available for care managers to select appropriate interventions to scale best practices.
- **Structured Software & Business Processes:**  
Deliver guided content and workflow to care managers, providers and others to automate interactions and activities across care programs and processes to improve care team efficiency and effectiveness.
- **Person Centered Care Planning:**  
Support the development, management, and sharing of individualized care plans, including outcome goals and barriers, interventions by the care team, and engaging a Care Recipient on his or her care plan tasks.
- **Software Enrollment:**  
Manage the referral and enrollment of Care Recipients and groups of Care Recipients (cohorts) into care programs.
- **Care Team Management:**  
Assign, manage, and view the key stakeholders involved in the care of a Care Recipient
- **Health Data Interoperability:**  
Collect and update information on a Care Recipient from external systems in Merative Integrated Care.
- **System Configuration and Administration:**  
Configure the care management platform, including: Client data, program workflows, assessments, care plans, teams, recommendations, goals and preconfigured action libraries.

###### 1.1.2 Merative Integrated Care Lite

The Merative Integrated Care Lite version of the SaaS includes all of the features of the Standard version, but does not include Care Management Reporting or Health Data Interoperability features. The Lite version is limited to 1 block of 100 Persons per Month.

## 1.2 Optional Services

The following optional add-on components give Merative Integrated Care the capability to support enhanced processes and reporting for specific markets.

### 1.2.1 Care Management Reporting with Cognos

Build, manage, and run Care Management Dashboards and Reports using the IBM Cognos Reporting tool with Merative Integrated Care data.

Requires: Merative Integrated Care

### 1.2.2 Merative Integrated Care Connect Providers

Connect-P enables community service providers to configure and manage their own profiles and service listings. They can collaborate with care team members and offer their services for selection by care team members.

Requires: Merative Integrated Care

### 1.2.3 Merative Integrated Care Community Service Referrals

Enables care team members to send enquiries to community service providers, manage provider responses and approval of offers.

Requires: Merative Integrated Care & Merative Integrated Care Connect Providers (Connect-P)

### 1.2.4 Merative Integrated Care Community Service Payment

Enables care team members to set a weekly personal budget for an individual's provider services and authorize payments for the services.

Requires: Merative Integrated Care & Merative Integrated Care Connect Providers (Connect-P)

### 1.2.5 Merative Integrated Care Connect-I

Enables individuals to engage and collaborate with care team members on their care plans.

Requires: Merative Integrated Care

### 1.2.6 Non-Production Environment

A separate instance of the SaaS that can be used for activities such as training and testing. The Non-Production Environment is not intended to host any PHI data. Any data and configurations on the Non-Production environment are not synchronized with the Client's Production operational environment.

### 1.2.7 Non-Production Environment – Limited

Similar to the Non-Production environment described above, with limitations on data storage and without any Reporting capability.

## 2. Data Processing and Protection Data Sheets

Company's Data Processing Addendum at

[https://www.merative.com/content/dam/merative/terms/privacy/Data\\_Processing\\_Addendum.pdf](https://www.merative.com/content/dam/merative/terms/privacy/Data_Processing_Addendum.pdf) (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the SaaS and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

[https://www.merative.com/content/dam/merative/terms/privacy/data-sheet/Care\\_Manager\\_Data\\_Sheet.pdf](https://www.merative.com/content/dam/merative/terms/privacy/data-sheet/Care_Manager_Data_Sheet.pdf)

## 3. Service Levels and Technical Support

### 3.1 Service Level Agreement

Company provides Client with the following availability service level agreement (SLA). Company will apply the highest applicable compensation based on the cumulative availability of the SaaS as shown in the

table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact Company regarding service availability issues are in Company's SaaS support handbook at [www.merative.com/support](http://www.merative.com/support).

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

\* The subscription fee is the contracted price for the month which is subject to the claim.

### 3.2 Technical Support

Technical support for the SaaS, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the SaaS in the Company support guide available at [www.merative.com/support](http://www.merative.com/support).

## 4. Charges

### 4.1 Charge Metrics

The charge metric(s) for the SaaS are specified in the Transaction Document.

The following charge metrics apply to this SaaS:

- Person is a single human being.
- Instance is each access to specific configuration of the SaaS.

## 5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at [https://www.merative.com/content/dam/merative/terms/base/Addendum\\_for\\_Software\\_as\\_a\\_Service.pdf](https://www.merative.com/content/dam/merative/terms/base/Addendum_for_Software_as_a_Service.pdf) apply.

### 5.1 Non-Company Services (Provided As-Is)

#### Google Maps

Client acknowledges and agrees that it will, and will ensure its authorized users will, comply with the then-current terms at the URLs listed below when using the Google Maps functionality embedded in the SaaS. Google Maps means the Google service at <https://www.google.com/maps>.

Google Maps / Google Earth Additional Terms of Service at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html).

Google Maps / Google Earth Legal Notices at [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html).

Google Maps Acceptable Use Policy at [https://enterprise.google.com/maps/terms/universal\\_aup.html](https://enterprise.google.com/maps/terms/universal_aup.html).

### 5.2 Client Acknowledgements

Company is acting as an information technology provider only. Company does not purport to be engaged in the practice of medicine or any other professional clinical or licensed activity, and the SaaS, all components thereof and future updates thereto, and all deliverables of related Company professional services are not designed or intended to constitute protocols for delivering medical care, a substitute for professional medical advice, diagnosis or treatment or judgment, a drug, drug-adjunct technology, or drug development tool subject to quality system requirements or medical device as defined under the laws of any jurisdiction. As between Company and Client, Client is solely responsible for complying with all such laws and regulations relative to Client's use of the SaaS and Company's professional services.

Client agrees not to use any name, trade name, trademark, or other designation of Company, including any contraction, abbreviation, or simulation of any of the foregoing in advertising, promotion, publication, publicity, or any marketing activity without Company's prior written consent.

### 5.3 Feedback

Client may suggest that Company enhance the SaaS or Company's other offerings or services ("Feedback"). Client is under no obligation to provide Feedback and Company is free to use all Feedback that Client provides.

### 5.4 Definitions

Capitalized terms not otherwise defined in this Service Description are defined elsewhere in the Agreement and will have the same meaning in this Service Description as defined in the Agreement.

- a. **BAA** – a Business Associate Agreement or Downstream Business Associate Agreement, as applicable, entered into between Client and Company when Client is a covered entity and Company is acting as a business associate of Client, as such terms are defined by HIPAA.
- b. **Care Recipient** – means an individual whose care is coordinated or managed by Client and/or Participant(s) using the SaaS.
- c. **Complex Organization** – a network of Participants that coordinate and collaborate on the delivery of healthcare services or social services to a given population (e.g., accountable care organizations, physician health organizations, and clinically integrated networks).
- d. **Contractor** – an entity used by Client to provide services to Client, provided that such Contractor: (a) is approved by Company, (b) may be subject to a separate agreement between Company and Contractor; (c) will not simultaneously work on a competitor population health solution; and (c) does not have the right to further assign or subcontract the work or access to the SaaS.
- e. **Data Source** – a source of Content that is identified as having a unique origin, back-end database, and workflow implementation.
- f. **HIPAA** – the U.S. Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act, both as amended, including their implementing regulations promulgated at 45 C.F.R. Parts 160 and 164.
- g. **Participant** – each entity that a) has agreed with Client to participate in coordinated and/or collaborative activities involving health care; b) has agreed that Client can bind it to the terms of this Agreement; and c) which Client permits to access the SaaS.
- h. **Participant Data** – any information provided to Company by Participants or Care Recipients directly or by Client on behalf of Participants, in connection with the SaaS. Participant Data is Content as such term is used in the Agreement.
- i. **Protected Health Information (PHI)** – has the meaning set forth under HIPAA.

### 5.5 Participants

If Client is a Complex Organization, it may allow its Participants to access and use the SaaS, subject to the terms of this section. Prior to allowing a Participant to access and use the SaaS, Client will enter into an agreement with such Participant to bind it to the terms of the Agreement. Client will maintain a current list of all Participants (including the Participants' business address) who are accessing and using the SaaS, and promptly provide Company with such list and any updates to such list, upon request. All communications with Company regarding Participants will originate from Client. Participants may not communicate directly with Company. Client will notify Company, in writing, of any termination of the participation of a Participant within two (2) calendar days of such termination. Upon written notice from Company, Client will promptly take all action required to terminate a Participant's use of the SaaS if a Participant materially breaches any terms of the Agreement.

Any BAA entered into between Company and Client: a) engages Company as a business associate of Client and b) engages Company as the downstream business associate of each Participant through operation of the business associate agreements between such Participants and Client. Company is not separately executing business associate agreements directly with such Participants. Client is solely responsible for a) entering into any required upstream business associate agreements with each Participant; b) ensuring that such upstream arrangements authorize Client to engage Company as the downstream business associate of all Participants; and c) ensuring that such upstream arrangements contain all necessary terms to enable the disclosure of all Content that constitutes PHI to Company and for the Client and Participants to comply with their respective obligations under this Agreement.

## **5.6 Client Responsibilities**

### **5.6.1 Authorized Users**

Client is solely responsible for the use of the SaaS by its authorized users and will:

- a. ensure that each authorized user is an employee, agent, volunteer or other member of the Client's workforce or of a Contractor or Participant that Client permits to use the SaaS, and is bound to the same terms as between Client and Company regarding access and permitted uses of the SaaS;
- b. safeguard any authorized user login credentials;
- c. notify Company promptly if a compromise of an authorized user login credential is suspected or detected;
- d. be responsible for assigning appropriate authorized user roles and access levels to each authorized User;
- e. promptly terminate authorized user accounts when applicable; and
- f. promptly reassign authorized user roles and access levels as applicable.

### **5.6.2 Consent Management**

Client is responsible for having and maintaining the consents, authorizations and/or other legal permissions required by federal, state or other applicable law to provide Content to Company and to permit Company to process and use Content and other personal data as specified in the Agreement, including with respect to Participant Data. The consent management tools and systems associated with Content are maintained by Client outside the SaaS ("Client Consent Tools") and it is the responsibility of the Client to ensure that Content in the SaaS is used, stored, and processed in accordance with such Client Consent Tools.

### **5.6.3 Data Governance**

Client is responsible for designing, updating and enforcing data governance policies for Content ("Data Governance Policies"), which must include at least: documentation about which authorized users and/or Participants or authorized users of Participants may access which Content and any authorized user/Participant or authorized user of a Participant-specific access restrictions and documentation of any data elements that should be excluded prior to configuration of a Data Source, and that it is authorized to design, update, and enforce such policies on behalf of its Participants (if applicable).

### **5.6.4 Data Sources**

If applicable, the Client will make Client's and Participants' Data Sources (including existing and future electronically-stored data regarding health and social care data related to Client's Care Recipients) available to Company only to the extent necessary for Company to comply with its obligations under this Agreement.

Client acknowledges and agrees that changes to its Data Sources or changes to implement new codes or functionality may cause compatibility issues with the SaaS for which Company is not responsible. At Client's request, Company will perform services to resolve the compatibility issues caused by such changes pursuant to a separate Statement of Work and for an additional charge.

## **5.7 United States Additional Terms**

The following terms apply for SaaS delivered in the United States.

### **5.7.1 Protected Health Information**

PHI may only be used with the SaaS provided that a BAA that will govern such PHI has been validly executed between Client and Company and is linked to the transaction documents by which Client has acquired access to the SaaS. Such BAA shall govern any PHI used with the SaaS, and is incorporated herein by reference.

### **5.7.2 Part 2 Data Express Consent**

42 CFR Part 2 means the implementing regulations for section 408 of the Drug Abuse Prevention, Treatment, and Rehabilitation Act, as amended by section 527 of the Public Health Service Act, promulgated by the Substance Abuse and Mental Health Services Administration and amended from time to time.

Part 2 Data means Client Content, whether or not recorded, which: (i) would identify a Care Recipient as having alcohol or drug abuse disorder either directly, by reference to other publicly available information or through verification of such identification by another person; and (ii) is alcohol or drug abuse information obtained by Part 2 Program for the purpose of treating alcohol or drug abuse, making diagnosis for that treatment, or making a referral for that treatment.

Part 2 Program means a Program that receives federal assistance, as set forth under 42 CFR Part 2.

Client agrees and represents that if it intends to disclose Part 2 Data to Company, or if it intends to receive Part 2 Data from Part 2 Program through the SaaS, it will or require the Part 2 Program to:

- a. include Company as a named recipient of Part 2 Data on the written consent form required under 42 CFR Part 2 (the "Part 2 Consent Form"); and
- b. in the section of the Part 2 Consent Form that describes the permitted purposes of the disclosure, include the following purposes:
  - (1) monitoring of the Care Recipient's progress with treatment provided by the Part 2 Software and otherwise administer the Client's drug court program;
  - (2) coordination among the entities that make up Client and the Part 2 Program;
  - (3) efforts by Company and the Client to evaluate the quality and effectiveness of the Client;
  - (4) efforts by Company to analyze and improve the SaaS; and
  - (5) efforts by Company to provide cognitive capabilities to Client.

### **5.7.3 Prohibited Data**

Client will not:

- a. input PHI or PI into a task or command pane when that pane is not part of a Care Recipient's identified record; or
- b. use the SaaS to collect, store or disseminate criminal history record information (as defined by 23 C.F.R. Part 20) to or from Criminal Justice Information Systems ("CJIS Data").

### **5.7.4 Debarment**

To the extent applicable to the services being provided to Client, Company will not use any individual to perform services for Client who is currently on the exclusion list issued by the Office of the Inspector General of the U.S. Department of Health and Human Services pursuant to the provisions of U.S.C. §1320a(7) or the excluded parties list system maintained by the U.S. General Services Administration, or is otherwise debarred, disqualified, excluded or subject to sanctions by any U.S. federal or state government or regulatory authority. If Company becomes aware that an individual used by Company to perform services for Client has been debarred, disqualified, excluded or sanctioned, Company will promptly notify Client and cease utilizing such individual to perform services for Client. Client may terminate Client's subscription to the SaaS without penalty, if Company is debarred, disqualified, excluded or subject to sanctions by any U.S. federal or state government or regulatory authority.

## **6. Overriding Terms**

### **6.1 Data Use**

The following prevails over anything to the contrary in the Content and Data Protection section of the base SaaS terms between the parties: Company will not use or disclose the results arising from Client's use of the SaaS that are unique to your Content (Insights) or that otherwise identify Client. Company may however use Content and other information (except for Insights) that results from Content in the course of providing the SaaS that has been anonymized; so that the data is rendered into a form that no longer constitutes personal data. Company will use such data only for research, testing, and offering development.

In addition to the permitted uses and disclosures granted in the BAA, Client also provides Company the right, as well as the necessary permission as a business associate, to create de-identified data sets from Client Data as well as create limited data sets and perform data aggregation services. Additionally, Company has the right to use, modify, disclose and distribute those data sets for any purpose during and after Client's subscription to the SaaS and the term of the Agreement.