

MASTER PRODUCTS AND SERVICES AGREEMENT

THIS MASTER PRODUCTS AND SERVICES AGREEMENT (the “Agreement”) is entered into as of [REDACTED] the “Effective Date”) by and between [REDACTED], an [REDACTED] Corporation, with a place of business [REDACTED] (“Partner”) and Warrior Centric Health, Inc., a Maryland C-Corp, with its principal place of business at 9724 Centennial Meadows Lane, Ellicott City, MD 21042. (the “Company”).

WHEREAS Partner is primarily engaged in the business of providing healthcare related resources and desires to benefit from Company’s expertise in Veteran and Military Population Health education, data science and marketing and Company is willing to provide certain products and related services to Partner on the terms and under the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Engagement of Company. Partner and Company intend that Partner may engage the Company to access and deliver to its employees and contractors (“Team Members”) a total solution that encompasses various Company provided education and training products and related services in the area of Veteran and Military Population Health, including education and training, accredited coursework, credentialing, data science services detailing the location and demographics of Veterans in region and marketing materials that can be used as source for Partner marketing efforts in those areas as are set forth in one or more statements of work signed by the parties (each, a “Statement of Work” or “SOW”). The product and services to be purchased and provided pursuant to a Statement of Work are referred to herein as the “WCH Solution”. A form of Statement of Work is attached hereto as Exhibit 1. Statements of Work may be numbered sequentially or may be referred to be based on the date on which they are effective. Team Members are considered any employee or contractor working directly with the Partner in delivery of its services.

1.1. Protected Health Information. It is not presently intended that Company shall use, handle, create, store, dispose of or otherwise receive or be involved with any Protected Health Information (as defined in HIPAA) of Partner’s Team Members or patients. If a particular Statement of Work includes WCH Solution involving Protected Health Information of Partner’s team members and/or patients, then the form of Business Associate Agreement shall automatically be deemed to be a part of the Statement of Work, whether executed by Company. The parties agree that Partner may update the Business Associate Agreement form from time to time to comply with changes to HIPAA or rules or regulations promulgated thereunder, upon notice to Company.

1.2. Covenants of Company. Company shall (a) use its best efforts in the performance and provision of the WCH Solution, (b) perform or provide the WCH Solution diligently and conscientiously in accordance with the professional standards appropriate for the

WCH Solution and in compliance with all applicable laws and regulations, (c) cooperate with Partner's personnel, and (d) not interfere with the conduct of Partner's business.

2. Term. The term of this Agreement (“**Term**”) commences on the Effective Date and continues until the WCH Solution under the last outstanding Statement of Work are completed or fully provided, unless extended by mutual written agreement of the parties, extended through formal acceptance of any option periods offered or earlier terminated in accordance with Section 9 hereof.

3. Status; Scope of Authority.

3.1. Independent Contractor Status. Company’s status is that of an independent contractor. The relationship between Company and Partner shall not constitute a partnership, joint venture or agency. Except as expressly provided herein, Company will be responsible for, and have control over, all means, methods, techniques, sequences, and procedures relating to the WCH Solution. Partner will neither have nor exercised any control or direction over the methods by which Company performs or provides the WCH Solution.

3.2. Employees. All personnel employed by Company to perform or provide the WCH Solution shall be Employees or Contractors of the Company, not Employees or joint Employees of the Partner. Except as expressly provided for herein, Company retains all the rights and privileges of sole employer of its Employees, Contractors, and agents. Partner neither has nor shall exercise any control or direction over Company’s Employees.

3.2.1. The Company will designate, in each SOW, an authorized representative (“**Project Manager**”) during the Term of the Statement of Work. Partner shall direct all communications with Company to the Project Manager. If the Company substitutes another person for the Project Manager, the Company will communicate with the Partner within 24 hours of the change and provide management and time for transition without additional cost to Partner.

3.2.2. The Partner will designate, in each SOW, an authorized representative (“**Project Manager**”) during the Term of the Statement of Work. Company shall direct all communications with Partner to the designee. If the Partner substitutes another person for the Project Manager, the Partner will communicate with the Company within 24 hours of the change and provide management and time for transition without additional cost to Company.

3.3. No Authority. The Partner and the Company are not authorized, and has no authority, to bind the other to any obligation, guaranty, warranty or undertaking without the prior written sole discretion approval of the other. The Partner and the Company may not hold itself out as having a relationship with the other, other than as provided herein.

4. Compensation and Expenses.

4.1. Compensation. Upon delivery of the WCH Solution, Partner shall compensate Company as set forth in the applicable Statement of Work unless otherwise set forth in this Agreement. The compensation payable to Company under this **Section 4.1** and the applicable Statement of Work shall be referred to as “**Fees.**” Partner shall not be charged for any WCH Solution or other work which does not conform to the requirements of this Agreement or the relevant Statement of Work or which is performed as a result of any error or omission of Company.

4.2. Expenses; Reimbursable Expenses.

4.2.1. Expenses. Except as otherwise expressly set forth herein or in an applicable Statement of Work, Company shall furnish, at its own expense, any and all material, equipment, services or supplies furnished or used in performance of the WCH Solution. Notwithstanding the foregoing, unless a particular Statement of Work provides otherwise, to the extent Services consist of products to be electronically accessed by Partner via cloud platform and application links or a web portal, Partner and its end user Team Members shall utilize their own computers or other devices to access such products.

4.2.2. Reimbursable Expenses. If reimbursable expenses are provided for in a Statement of Work, then Partner shall reimburse Company for the actual cost of reasonable and customary out-of-pocket expenses incurred by Company and directly related to and arising from the WCH Solution, without premium or mark-up and less any discounts, rebates or other allowances or returns (“**Reimbursable Expenses**”). All Reimbursable Expenses must be invoiced to Partner by Company and the invoice must include an itemization of all Reimbursable Expenses incurred, including a description of the purpose for which such Reimbursable Expenses were incurred and any expense reports, invoices, receipts and such other supporting documentation reasonably requested by Partner. Partner shall have no obligation for any Reimbursable Expense that is not invoiced to Partner within ninety (90) days of the date that such Reimbursable Expense is incurred.

4.2.3. Payments. Fees shall be paid in accordance with the relevant Statement of Work (except that Reimbursable Expenses shall be paid per Article 4 above). Except as otherwise set forth in an applicable Statement of Work, upon the receipt by Partner of an invoice describing the WCH Solution performed or provided, Partner shall pay the applicable amount within thirty (30) days. If Partner objects to all or any portion of an invoice, Partner will notify Company and within twenty-one (21) days of the Partner’s receipt of the invoice, Partner shall pay to Company that portion of the invoice which is not in dispute.

In the case where the Company is collecting the Fees directly from the Partner’s Customer(s), the Company will provide a Monthly Fees Report (“Report”) of Fees collected and of the number of Client Units provided services within fifteen (15) days of the end of each month. Partner has the right to dispute a Report within ten (10) days of the Partner’s receipt of the Report, and the Company will pay any undisputed Fees associated with the Report within thirty (30) days of sending the Report.

4.2.4. The fees and expenses provided for in this **Section 4** and in the applicable Statement of Work represent Partner's full and complete obligation for any and all WCH Solution rendered or provided, and expenses incurred, by or on behalf of Company under this Agreement.

5. Marketing.

5.1. Marketing. Neither party should use the other's brand, logos, trademarks, marketing collateral or other marketing materials or represent themselves as agents of the other without expressed written approval of the other party.

6. Taxes and Benefits; Insurance.

6.1. Taxes. If the Partner is a tax-exempt entity, Partner shall provide an exemption certificate to Company upon request. The Partner is responsible for taxes for its own services to Team Members.

6.2. Benefits.

6.2.1. Company is an independent contractor and shall be treated as such for purposes of all local, state, and federal tax laws and file forms consistent with that status. Company is solely and unconditionally responsible for (a) any and all contributions to and payment of social security, unemployment insurance, disability benefits, retirement benefits, federal, state or local withholding taxes, (b) providing all other employee compensation, contributions, and benefits with respect to its Employees and agents, (c) all unemployment insurance, worker's compensation insurance and any health or accident insurance with respect to its Employees and agents, and (d) complying with all worker's compensation laws, rules and regulations with respect thereto.

6.3. Insurance.

6.3.1. Company shall maintain at its own expense and, without interruption in a company lawfully authorized to do business in the United States, insurance coverage for Company and its Team Members and agents, including, without limitation:

6.3.1.1. Comprehensive General Liability Insurance for claims and damages arising from bodily injury (including death) and property damage arising out of the acts or omissions of Company and its Team Members and agents, to an amount not less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) in the aggregate, and specifically endorsed to cover Company's obligations under **Section 12**;

6.3.1.2. Worker's Compensation with Employer's Liability Insurance in amounts statutorily required in the industry and state in which Company and its Team Members and agents work, and

6.3.2. Maintenance of such insurance coverage shall not relieve Company of any responsibility under this Agreement for damage in excess of insurance limits or otherwise.

7. Ownership of Intellectual Property and Work Product. Pursuant to one or more Statements of Work, Company shall provide to Partner certain WCH Solutions (which may include materials, documents, and data). The parties intend that Company shall retain Ownership of the patents and copyrights owned by them which relate to their products. To the extent any license is necessary for Partner to utilize any such product, the Statement of Work shall grant such license. The parties intend that Partner shall retain Ownership of all its own data, including the data, if any, that it uploads into a Company product or manipulates or otherwise enters or utilizes in connection with the WCH Solution ("Partner's Data"). Company shall only use Partner's Data to perform or provide the WCH Solution as set forth herein and in any applicable Statement of Work. Neither party intends to grant to the other party any rights in a party's own personal property, inventions, documents, data, software or other items except to the extent expressly set forth in a Statement of Work. For clarification purposes, to the extent Company provides Partner with a report which uses, analyzes or synthesizes any of Partner's Data, the format of the report may be proprietary to Company, but the content of the report (other than pre-existing or boilerplate content which together with the format of the report shall be referred to as "Company's Pre-Existing Content") shall be owned by Partner. Company shall not use any such content except to perform the Services hereunder. Partner shall not use the Company's Pre-Existing Content.

8. Confidentiality.

8.1. Confidential Information. Each party shall keep confidential any information which the other party reasonably designates as confidential during the performance of the WCH Solution or which is otherwise designated herein as confidential ("**Confidential Information**"). Partner's Data and Company's Pre-Existing Content are considered Confidential Information hereunder. Any and all trade or confidential or proprietary information of each party or its affiliates, including but not limited to, patient information, processes, software, customer or vendor lists, fees, data, reports, records, plans, policies, applications, financial information, contracts, other documents, client lists, data, reports, software, records, plans, policies, applications, financial information, papers, articles and materials of any kind relating to such party's business is hereby designated as Confidential Information. Each party shall not, without the other party's prior written consent, disclose, publish, disseminate or otherwise make available any item of Confidential Information. Each party shall use the Confidential Information only in connection with the performance of the WCH Solution hereunder. Each party may only disclose the Confidential Information to persons who have a need to know such information to perform the Services and who are bound by the confidentiality obligations set forth in this Agreement. All Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party by the receiving party upon the completion of the WCH Solution or earlier upon demand of the disclosing party if the receiving party is in default of this Agreement or if such demand is based on legal compliance purposes.

8.2. Publicity; Use of Name. Each party shall obtain the other party's prior written sole discretion approval to publish (a) any publicity which in any way identifies such other party, or (b) any publications which in any way relate to the WCH Solution, both as to content and time of publication. Neither party shall mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype of the other party (or any abbreviation or adaptation

thereof) in any publication, press release, promotional material or other form of publicity without the prior written sole discretion approval of such other party in each instance.

8.3. Survival. The obligations set forth in this **Section 7** shall survive and continue for two (2) years after the expiration or earlier termination of this Agreement.

8.4. Equitable Relief. Each party acknowledges and agrees that (i) the restrictions set forth in **Section 7** of this Agreement are reasonable and necessary to protect the legitimate interests of the other party, (ii) each party would not have entered into this Agreement in the absence of such restrictions, and (iii) any violation or threatened violation of any provision of **Section 7** will result in irreparable injury to the non-violating party. If there is a violation or threatened violation of any provision of **Section 7**, the non-violating party shall be entitled to preliminary and permanent injunctive relief, without the necessity of (x) proving irreparable injury or actual damages and (y) having to post a bond, and the non-violating party shall also be entitled to an equitable accounting of all earnings, profits, and other benefits arising from any such violation. The foregoing rights are cumulative and in addition to any other rights or remedies that may be available. Nothing in this **Section 7.4** is intended to limit each party's right to preliminary and permanent injunctive relief or any other remedy for a breach of any other provision of this Agreement.

9. Representations and Warranties.

9.1. Company represents and warrants to Partner that:

8.1.1 Neither Company nor any of its Employees or agents is bound by any contract, agreement, instrument, judgment, decree or other restriction of any nature whatsoever limiting their respective right or ability to enter into this Agreement or to carry out its terms; the execution and delivery of this Agreement, and the performance of it by Company and its Team Members and agents will not result in any violation of, or conflict with, or constitute a default under any contract, agreement, instrument, judgment or decree;

8.1.2 Company and its Employees and agents have the knowledge, experience and skill necessary to perform the WCH Solutions in a manner consistent with the level of care and skill possessed by the most experienced and skilled companies providing services comparable to the WCH Solutions.

9.2. Partner represents and warrants to Company that:

9.2.1. Neither Partner nor any of its Team Members or agents is bound by any contract, agreement, instrument, judgment, decree or other restriction of any nature whatsoever limiting their respective right or ability to enter into this Agreement or to carry out its terms; the execution and delivery of this Agreement, and the performance of it by Partner and its Team Members and agents will not result in any violation of, or conflict with, or constitute a default under any contract, agreement, instrument,

judgment or decree.

10. Termination.

10.1. Termination By Partner For Cause. Partner may terminate this Agreement upon no less than five (5) days' written notice if Company defaults in any of its obligations under this Agreement or if any representation given herein is untrue. The termination right is in addition to and not in limitation of any other rights or remedies available to Partner, including Partner's right to sue for breach of this Agreement.

10.2. Termination by Company. If Partner fails to make any payment within five (5) days after written notice from Company then Company may upon written notice to Partner (i) suspend the Services until Partner pays the deficiency, or (ii) terminate this Agreement, and (iii) recover from Partner all undisputed amounts then due and owing hereunder.

11. Indemnification by Company and Partner. Company and Partner mutually indemnifies, defends and holds harmless the Other Party its affiliates and their respective officers, directors, partners, shareholders, Employees, and agents from and against any and all liabilities, claims, demands, causes of action, damages, losses and expenses, including, without limitation, interest, penalties, attorneys' fees, disbursements and expenses (each a "Claim," collectively "Claims") arising in whole or in part out of or in connection with (a) any actual or alleged negligent or willful act or omission of the Other Party or its Employees or agents, (b) any actual or alleged violation by the Other Party or its Employees or agents of any law, statute, ordinance or regulation, and (c) any breach of this Agreement by the Other Party or any of its Employees or agents, whether caused by negligence or otherwise. The foregoing obligations shall not apply to the extent a Claim arises from the negligence or willful misconduct of the Other Party.

12. Miscellaneous.

12.1. Notices. All notices, requests, reports, statements and other communications to either party (each a "**Notice**") will be in writing, will refer specifically to this Agreement and will be hand delivered or sent by express courier service, costs prepaid, or by facsimile to the respective addresses specified below (or to such other address as may be specified by Notice to the other party):

If to Partner: _____

If to Company David Collier
9724 Centennial Meadows Lane,
Ellicott City, MD 21042
david@warriorcentrichealth.com

With a copy to: _____

If to Company: address as set forth in the Preamble above

With a copy to: Barry Haberman, Esquire
51 Monroe Street, Suite 1507
Rockville, MD 20850

Any Notice delivered by facsimile or electronic means will be confirmed by a hard copy delivered as soon as practicable thereafter. The effective date of any Notice will be the date it is received or rejected, with receipt to be evidenced by a written or electronic receipt or rejection.

12.2. Governing Law, Jurisdiction, Venue. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed and construed in accordance with the laws of the State of Maryland. The Parties expressly consent to the exclusive jurisdiction of the state and federal courts located in the State of Maryland for any dispute concerning this Agreement and agree not to commence any such proceedings except in such courts. The Parties hereby waive all defenses of lack of personal jurisdiction and forum non convenient related thereto.

12.3. Entire Agreement; No Reliance; Amendments; This Agreement (including all exhibits hereto) constitutes the entire agreement between Partner and Company and supersedes all other written or oral negotiations agreements, regarding the Project. Each party confirms that it is not relying on any representations or warranties of the other party except as specifically set forth in this Agreement. Any amendment or modification of this Agreement must be in writing and executed by authorized representatives of the parties to be binding upon them.

12.4. No Rights to Third Parties. This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries hereto.

12.5. Construction; Exhibits. The captions of this Agreement are for convenience of reference only. The provisions of this Agreement will not be construed against the party which prepared it. All exhibits referred to in this Agreement or in any exhibit hereto are specifically incorporated into and made a part of this Agreement.

12.6. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, the remaining provisions hereof will not be affected or impaired. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect. If any provision

is held invalid, illegal or unenforceable, the parties shall use best efforts to negotiate a replacement provision consistent with applicable law that accomplishes, as nearly as possible, the original intention of the parties with respect thereto.

12.7. Enforcement. The failure of any party at any time to strictly enforce its rights hereunder will not be to waive such rights or to create a custom or pattern of conduct.

12.8. Remedies Cumulative. No right or remedy hereunder is intended to be exclusive; each is cumulative and in addition to every right or remedy under this Agreement or now or hereafter existing at law or in equity or by statute.

12.9. Successors and Assignees; Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Partner may assign its rights under this Agreement. As Company has been specifically selected to render the Services and due to the nature of the Services, Company shall not assign this Agreement in whole or in part delegate or subcontract to any person or entity any of its obligations or duties hereunder without first Partner's prior written sole discretion consent. Company will not assign any moneys due or to become due to it under this Agreement, without the prior written sole discretion consent of Partner. Any purported assignment or subcontract by Company made without Partner's prior written consent, will be absolutely void and of no effect. Any assignment of this Agreement will not relieve the assigning party from any of its obligations under this Agreement.

12.10. Expenses. Each party will pay the fees and expenses of its respective counsel and other experts and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement, except as otherwise be provided herein.

12.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same instrument.

12.12. Time of Essence. Time is of the essence in this Agreement.

12.13. Non-Solicitation. During the Term and for twelve (12) months after the expiration or earlier termination of this Agreement, regardless of the reason for the termination, Company will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of the Partner or its affiliates with whom Company or its Team Members or agents had personal contact or supervised while performing the Services, to terminate their employment relationship with the Partner or its Affiliates.

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized representative, have executed this Agreement as of the date first above written.

Company

Partner

By: _____

By: _____

Name: David Collier

Name:

Title: Chief Operating Officer

Title:

Statement of Work #1
To
Master Consulting Agreement dated [REDACTED], 2021
By and Between
[REDACTED] (“Partner”) and Warrior Centric Health, INC. (“Company”)

Partner and Company agree that Company shall provide the WCH Solution described below on the terms and conditions of the Master Consulting Agreement referenced above and on such other terms and conditions as are set forth below.

Services:

1. **Engagement.** Partner and Company intend that Partner may engage Company to provide the following products and services:

- 1.1. Warrior Centric Health Solution.

2. **Partner Team Members.** An objective of the engagement is to deliver the Company’s proprietary Warrior Centric Solution consisting of education and training coursework and credentialing directly to Team Members as identified by the Partner in its target hospital system and/or region.

The Partner is responsible to identify, market and engage its Team Members for potential interest in the WCH Solution.

The Partner is responsible to assist the provisioning of access to its Team Members via unique logins as provided by the Company for access to the education and training materials through a Company branded portal specific to this engagement and as provided by the Company.

The Company will deliver access to its education and training materials to the Partners Team Members through the portal, with each individual participant having their own login and password unique to everyone.

The Company is responsible to provide unique login and passwords to the Partner to provide to each Customer. Each unique instance of an individual training session as defined as a unique combination of individual and training course taken (“Customer Units”) will be tracked by the Company.

3. **Services:**

- 3.1. **Warrior Centric Health Solution.**

The Warrior Centric Health Solution is a three-year agreement as a total solution encompassing education and training, data insights and reporting, and community outreach, consisting of the following components:

Education and Training	Description	Units Determination	Assumptions
eLearning - WCH Introduction to Veteran Healthcare (licensed practitioners)	Module 1-4 eLearning, 1 Qty Newsletter, CME/CE certificates, Framing WCH Certificate, and Electronic WCH Badge - 3 Year Renewal	50% of each pre-identified groups of licensed providers must complete the coursework.	Clinical Providers as Defined by Solution Selected
eLearning - WCH Introduction to Veteran Culture (Support Service Staff)	Modules 1 and 2 eLearning, 1 Qty Newsletter, CME/CE certificates, Framing WCH Certificate, and Electronic WCH Badge - 3 Year Renewal	50% of each pre-identified groups of support staff must complete the coursework.	Number of Non Clinical Support Staff as Defined by Solution Selected
WCH-VACT Specialized Training	Clinical (i.e., physicians, NPs, PAs, RNs, Allied Healthcare Professionals, Case Managers, Veteran Volunteers from Community) - focused training in core clinical specialties	3 WCH Clinical Specialists (must be WCH Trained and Licensed Professionals) in each Medical Department	Assumption – One Facility
Data Analytics, Insights and Reporting	Description	Units Determination	Assumptions
Data - Organizational Environmental Scan Evaluation	The Organizational Environmental Scan Evaluation is an electronic instrument used to survey a representative sample of medical center personnel. It provides a baseline level of cultural awareness and competence. To achieve optimal results, 30% participation is expected within 2 weeks of implementation.	Number of Health Care Facilities	Assumption - One Facility
Data - Pre-Test & Post-Test Evaluations (E-Learners & Managers)	Pre and post testing is a assessment model designed to examine and analyze the change in overall knowledge in a group of eLearning participants.	Number of Health Care Facilities	Assumption - One Facility
Data - Evaluation Summary Report	Administration report that determines via eLearning data and surveys administered to participants before and after training to measure changes in treatment knowledge, beliefs, and cultural competency. Optimal results in measuring knowledge gain is achieved when course work is completed within 2 months of access code issuance.	Number of Delineated Reports (i.e., System Roll-up, Report by Hospital, Report by Region, etc)	Assumption - One Report
Data - Veteran and Military Demographic Census Data (Up to Three Counties)	Veteran Population Health and Demographic Data by Country, State, County, and Zip	One County	Assumption - # if counties based on solution selected
Data - Additional Demographic Census Data (blocks of 3 additional counties)	Veteran Population Health and Demographic Data by Country, State, County, and Zip	Blocks Of 3 Additional Counties	
Data - Outcomes Data Collection Kit	Tool providing a framework to assist hospitals in collecting the follow: Veteran Patient Demographics; Veteran Patient Satisfaction Scores; Veteran Readmission Rate; Veteran Top 20 Diagnoses	Number of Delineated Reports (i.e., System Roll-up, Report by Hospital, Report by Region, etc)	Assumption - One Report
Data - Veteran Health History Card/Dashboard Implementation Evaluation	Overarching summary that reports change in treatment knowledge, beliefs, and cultural competency over 3 years. If Client officially embeds the WCH Solution in the Hospital's Community Benefit Program, the report will also include information required for IRS reporting.	Number of Delineated Reports (i.e., System Roll-up, Report by Hospital, Report by Region, etc)	Assumption - One Report
Community Outreach	Description	Units Determination	Assumptions

Community Outreach - Grantmaking and Fundraising Support Kit	Educating the public on the benefits of Veteran Population Health and the hospital's role in the Veteran community is vital to an effective WCH community outreach Solution. WCH has developed a framework to assist healthcare facilities in gaining a higher profile in the community and promoting the exceptional services they provide – safe, reliable, culturally competent, and high-quality Veteran Population Health.	Number of Delineated Reports (i.e., System Roll-up, Market by Hospital, Market by Region, etc)	Assumption - One Report
Community Outreach - Veteran Community Building Kit	Tools, resources, best practices, lessons learned, and current research to improve the effectiveness of the WCH Solution (Veteran Population Health, staffing, design, delivery, and outreach and engagement to veterans, their families, and friends.	Number of Delineated Reports (i.e., System Roll-up, Market by Hospital, Market by Region, etc)	Assumption - One Report
Community Outreach - Veteran Communications Planning	Communication tools providing a framework to assist hospitals in the development of communications and outreach with local media, patients, employers, and Veteran Service Organizations (VSO). The tools include guidance on working with these groups, building relationships, preparing news releases and advisories, op-eds, letters, and information papers.	Number of Delineated Reports (i.e., System Roll-up, Market by Hospital, Market by Region, etc)	Assumption - One Report
Community Outreach - Community Outreach Portal	Connect hospitals with Veteran community Team Members most impacted by health inequities; Help the hospital identify resources that are available to address health needs; Participate in hospital efforts to prioritize the health needs of the Veteran community.	Number of Health Care Facilities or Regions (only if all hospitals in region are implemented at the same time)	Assumption - One Facility
Community Outreach - Executive Dashboard	Collect and share information about social, behavioral, and environmental factors that influence health in the Veteran community; Collect and share information about health inequities in the Veteran community; Continue to be a resource and partner as the hospital implements WCH.	Number of Health Care Facilities or Regions (only if all hospitals in region are implemented at the same time)	Assumption - One Facility
Community Outreach - Town Hall	The Town hall meeting gathers the community together to communicate information about implementing the WCH Solution to include the requirements, commitment to Veterans, and impact on community. Town hall meetings may be held in various locations when the community are widely dispersed geographically or may be held electronically via webinars or teleconferences.	Number of Health Care Facilities or Regions (only if all hospitals in region are implemented at the same time)	Assumption - One Facility
Community Outreach - Community Benefit Needs Assessment for Veterans and their Families	Provide easier access to services—particularly in rural areas (e.g., mobile clinics and services, transportation support, telehealth, access to local service providers, and teleservices); Develop a tailored system of services that focuses on veteran needs to help veterans and their families/caregivers access to relevant services that better meet their needs and help them overcome feelings of stigma; Provide data to inform how the hospital defines its Veteran and Family community; Collect and share data about the significant health needs of the Veteran community that require immediate action to prevent illness.	Number of Health Care Facilities or Regions (only if all hospitals in region are implemented at the same time)	Assumption - One Facility
Admin	Description	Units Determination	Assumptions

Workshops - On-Site Management Workshop	Organizational change is constant. Implementing the WCH Veteran Population Health Solution requires change. However, the On-Site Management Workshop enhances the ability of hospital leadership to facilitate overcoming any resistance / inertia typically experienced when implementing new solutions/programs or initiatives. The ability to get staff "on-board" is critical to success. In this one-day workshop, participants will learn practical ways to build trust and commitment to ensuring the success of the implementation of the WCH Solution.	Number of Health Care Facilities or Regions (only if all hospitals in region are implemented at the same time)	Assumption - One Facility; One Presenter; All Inclusive
Primary Site Manager Support		Number of Health Care Facilities or Regions (only if all hospitals in region are implemented at the same time)	Assumption - 50 Hours per year
WCH-VACT Team Support		Number of Health Care Facilities or Regions (only if all hospitals in region are implemented at the same time)	Assumption - 50 Hours per year
Renewal - Year Two Annual Renewal	In order for your organization to remain active on the WCH Registry of Warrior Centric Health Recognized Facilities you must maintain continued compliance with the Standards for WCH Solution and complete the Annual Renewal Application by the required deadline.	Number of Health Care Facilities	Assumption - One Facility; One Report
Renewal - Year Three Annual Renewal	In order for your organization to remain active on the WCH Registry of Warrior Centric Health Recognized Facilities you must maintain continued compliance with the Standards for WCH Solution and complete the Annual Renewal Application by the required deadline.	Number of Health Care Facilities	Assumption - One Facility; One Report

3.2. **WCH Solution.** The Company provides discrete education and training directly to providers and support staff through its portal. As part of this agreement, the Company will make available education content as detailed within, along with associated training materials and certificates on the Portal for Partner Team Members to access.

3.2.1. Initially, the training provided on the Portal will consist of the following.

3.1.1 Authorized Warrior Centric Health Foundational Bootcamp

1. Authorized Warrior Centric Health Foundational Bootcamp - Provider Series consists of training including modules 1 through 4 and is

intended for Licensed Healthcare Professions (i.e., Physicians, Nurses, NPs, PAs and Pharmacists, etc.).

2. **Authorized Warrior Centric Health Foundational Bootcamp - Champion Series** consists of training including modules 1 and 2 only and is intended for Non-Licensed Healthcare Professionals (i.e., Reception, Admission, technicians, Orderlies, Security, etc.).

Learning Objectives

Upon completion of the educational activity, participants should be able to exhibit knowledge in the following areas for each module of training:

Module 1: Military and Veteran Culture in the Clinical Setting

- Contrast explicit and implicit characteristics of military and veteran culture
- State relevancy of cultural competency communication training for patient provider interactions
- List barriers to patient-provider communication
- Identify how military and veteran cultural considerations impact patient-provider interaction.

Module 2: Cultural Competency in the Military & Veteran Communities

- Determine the relevancy of cultural communications training
- Demonstrate comprehension of cultural competency during the provision of supportive services or any clinical exchange
- Identify personal cultural biases and beliefs

Module 3: Neurobiology of Post-Traumatic Stress Disorder and Traumatic Brain Injury

- Discuss deployment dysfunction
- Demonstrate Define PTSD and TBI
- Discuss the evolution of the DSM and PTSD, including biology and symptomatology
- Discuss TBI classification, etiology, and pathology, including physiologic and biochemical tissue changes
- List areas of neuropsychological assessment
- Discuss pharmaceutical and therapeutic interventions

Module 4: Patient and Provider Communication in the Military and Veteran Communities

- Identify personal cultural biases and beliefs & how they impact communication skills
- Discuss and execute communication strategies that enhance targeted outcomes

- Integrate cultural communication strategies into clinical practice and into the provision of supportive services

3.1 Additional training courses will be developed over the course of the agreement and will be made available for an additional fee. Once developed and accredited by the Company and its third-party accreditation partner, the training will be offered to the Partner at fees as described within. The Partner will have access to any training coursework developed by the Company over the life of the contract

3.2 All coursework provided by the Company will be accredited by Advancing Knowledge in Healthcare (AKH) for Joint Warrior Centric Quality of Care, ACCME (Physicians, Physician Assistants), ACCME – Other (other credentialed staff (example: Radiology), AANP (Nurse Practitioner), ANCC (Nursing), ADA CERP (Dentistry), ACPE (Pharmacy), AAPA (Physician Assistants). In addition to professional credentialed staff CE credits are also able to be earned for ancillary staff (e.g. front desk, scheduling, billing). These credits are typically earned as part of employment requirements. All modules consist of ½ hour of training, and each module earns the trainee 0.5 CME/CE credits.

3.3 A certificate will be provided to everyone that successfully completes a training bundle as shown in Section 3.2.1. Additional fees may apply to certificates related to additional training content. Upon the successful conclusion of the training, each trainee will receive a digital certificate similar in form to the certificate example shown below.

Statement of Continuing Education Credit

Lisa Reynoldson

AKH Inc. certifies that the individual listed has participated in the enduring activity titled:

Authorized Warrior Centric Health Champion® Bundle (Foundational Bootcamp)

on December 9, 2020

Enduring Independent Study Activity

AKH Inc., Advancing Knowledge in Healthcare is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education for Physicians.

This enduring activity was designated for 1.0 AMA PRA Category 1 Credit(s)™.

Awarded credit: 0.0 contact hour



Steve Eckert
President and CEO

Issue Date: 12/9/20



PO Box 24104
Jacksonville, FL 32241-4104
Phone: 904-683-8843
Fax: (866) 352-6285

4. **Term.** The term for this agreement is three years from the Effective Date of this Statement of Work with termination rights to each Party as outlined in the Master Products and Services Agreement.
5. **Fees/Compensation.**

5.1 Warrior Centric Health Solution

The Partner will pay a total of as selected below over the life of the three-year term for the number of users as stated in this Statement of Work. The Partner an initial fee of 25% upon signing of the contract. The Partner will pay an annual fee of 25% at the end of each of the three-year period.

- Large Facility – WCH Foundational Bootcamp Quantity: _____
 - Four (4) Modules - Bootcamp
 - Up to 250 Licensed Providers
 - Up to 500 Non-Licensed Providers
 - On Demand, Veteran Demographic Data for up to Three (3) Counties
 - Unlimited Access to WarriorHUB
 - Unlimited Access to Patient Outreach Content
 - \$400,000 over Three-Year Contract, 25% at signing and 25% at end of each year

- Medium Facility – WCH Foundational Bootcamp Quantity: _____
 - Four (4) Modules - Bootcamp
 - Up to 125 Licensed Providers
 - Up to 250 Non-Licensed Providers
 - On Demand, Veteran Demographic Data for up to Two (2) Counties
 - Unlimited Access to WarriorHUB

Unlimited Access to Patient Outreach Content
 \$320,000 over Three-Year Contract, 25% at signing and 25% at end of each year

- Small Facility – WCH Foundational Bootcamp Quantity: _____
 Four (4) Modules - Bootcamp
 Up to 50 Licensed Providers
 Up to 100 Non-Licensed Providers
 On Demand, Veteran Demographic Data for up to One (1) Counties
 Unlimited Access to WarriorHUB
 Unlimited Access to Patient Outreach Content
 \$200,000 over Three-Year Contract, 25% at signing and 25% at end of each year

- Clinic/Pharmacy – WCH Foundational Bootcamp Quantity: _____
 Four (4) Modules - Bootcamp
 Up to 10 Licensed and/or Non-Licensed Providers
 On Demand, Veteran Demographic Data for up to One (1) Counties
 Unlimited Access to WarriorHUB
 Unlimited Access to Patient Outreach Content
 \$90,000 over Three-Year Contract, 25% at signing and 25% at end of each year
 Quantity Discount:
 1-10 Clinics/Pharmacies: 0%
 11-50 Clinics/Pharmacies: 25%
 51 – 100 Clinics/Pharmacies 50%
 101+ Clinics/Pharmacies 67%

The Partner has the option to add additional licensed practitioners and support staff beyond the number included in the base price at any time. Additional user training will be invoiced at the time the additional user has been added to the system as an authorized user.

Coursework	Price Per Course
<u>Additional Foundational Bootcamp Veteran Provider Series</u> consists of training including all four modules and is intended for Licensed Healthcare Professions (i.e., Physicians, Nurses, NPs, Pas and Pharmacists, etc.).	\$320
<u>Additional Foundational Bootcamp Veteran Champion Series</u> consists of training including modules 1 and 2 only and is intended for Non-Licensed Healthcare Professionals (i.e., Reception, Admission, technicians, Orderlies, Security, etc.).	\$160

Any of the Partner’s licensed practitioners and support staff that have completed

Foundation Bootcamp Series also has the option to take and earn accreditation for any additional premium content that we offer and make available as referenced in Section 3.1. The Partner can elect any number of Premium Subscriptions for accredited Bootcamp individuals and/or earn accreditation for coursework that is offered at fees as shown below. The Premium Content Subscription will be billed monthly based on unique subscribers. Additional user training will be invoiced at the time the additional user has been added to the system as an authorized user.

Additional E-Learning Per Course Per Person	\$120
Premium Content Subscription (Per Unique Subscriber)	\$19.99/month

6. Operations.

The Company will provide WarriorHUB, an Education and Training Portal, to provide Partner Team Members access to coursework.

The Company will maintain the Education and Training Portal to include:

- Overall Portal Administration
- Client Unit Reporting based on tracking of unique users
- End User Help Desk and Administration as provided by Portal host
- Access to Premium Content and Coursework
- Dedicated Company POC: Director of Client Engagement
 - Single point of contact assigned for Company/Partner program management of the
 - Partner to designate a POC for program management and administration issues
 - Change requests will be submitted to the Company POC for consideration via email. A decision will be made as to the appropriateness by Company against brand and coursework standards.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Supplement to be executed as of the [redacted] day of [redacted], 20[redacted].

Company

Partner

By: _____
 Name: David Collier
 Title: Chief Operating Officer

By: [redacted]
 Name: [redacted]
 Title: [redacted]