BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

This **BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT** ("***Agreement***") is entered into on this 8 day of March, 2017, by and between TowerView Health, Inc. ("**TowerView**" or "**Business Associate**") and CompanyVoice, a _____ corporation ("**Vendor**" or "**Subcontractor**")

WHEREAS, TowerView is a company that enrolls patients in health plans in a medication management service and is a "business associate" of certain clients that are covered entities ("**Covered Entity**") as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**");

WHEREAS, Vendor provides **call center services focusing on enrolling health plan members** (the "**Services**") to or on behalf of TowerView. In the course of obtaining the Services from Vendor, it is necessary for TowerView, from time to time, to provide Protected Health Information ("**PHI**"), as such term is subsequently defined herein, to Vendor; and

WHEREAS, HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), and their associated regulations, specifically, 45 C.F.R. §§ 160, 162 and 164, *Standards for Privacy of Individually Identifiable Health Information, Final Rule* (the "**Privacy Rule**") and *Health Insurance Reform: Security Standards, Final Rule* (the "**Security Rule**") (collectively referred to as "**HIPAA/HITECH**"), require TowerView to ensure that Vendor will appropriately safeguard PHI and use, and, if necessary, disclose PHI only as necessary to provide the Services for TowerView, consistent with its engagement by TowerView and applicable law.

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

1. Definitions.

A. For the purposes of this Agreement, all capitalized terms not defined herein shall have the meanings defined in the HIPAA Rules (as defined below), as may be amended from time to time.

B. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to this Agreement, shall mean TowerView.

C. "**Breach**" shall mean the unauthorized acquisition, access, use, or disclosure of Unsecured PHI that compromises the security or privacy of such information. A Breach shall not include: (1) any unintentional acquisition, access, or use of PHI by a Workforce member or person acting under the authority of Covered Entity, Business Associate, or Subcontractor if such acquisition, access, or use was made in good faith and within the scope of authority, and the PHI was not further acquired, accessed, used, or disclosed; (2) any inadvertent disclosure by a person

who is authorized to access PHI at Covered Entity, Business Associate, or Subcontractor to another person authorized to access PHI at the same entity, or at an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further acquired, accessed, used, or disclosed; or (3) a disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

D. "**Electronic Protected Health Information**" (or "**EPHI**") is PHI that is maintained in electronic media or transmitted by electronic media. EPHI is a subset of PHI.

E. "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. §§ 160, 162 and 164.

F. "**Information System**" shall mean an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.

G. "**Protected Health Information**" ("**PHI**") shall have the meaning given to such term in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate or Subcontractor from or on behalf of Covered Entity or Business Associate.

H. "**Security Incident**" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

I. "**Subcontractor**" shall mean a person or business to whom a business associate delegates a function, activity, or service, other than in the capacity as a member of the workforce of such business associate, and in reference to this Agreement, shall mean ***CompanyVoice***.

J. "**Unsecured PHI**" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**") in the guidance issued under section 13402(h)(2) of the HITECH Act codified at 42 U.S.C. § 17932(h).

K. "**Workforce**" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity, Business Associate or Subcontractor, is under the direct control of such entity, whether or not they are paid by Covered Entity, Business Associate or Subcontractor.

2. Obligations and Activities of Vendor Relating to HIPAA.

2.1 Vendor shall comply with the use and disclosure provisions of the HIPAA Privacy Rule in performing its obligations under this or any other agreement for services with TowerView and shall not use or disclose PHI other than as permitted or required under this or any other agreement or as Required by as such term is defined under the HIPAA/HITECH.

2.2 Vendor shall implement and maintain appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI that Vendor receives from, or receives or creates on behalf of, Business Associate in a manner other than as provided herein. Vendor shall promptly provide Business Associate with information concerning such safeguards and with any other information related to Vendor's compliance with this Agreement, as Business Associate may from time to time reasonably request.

2.3 Within three (3) business days of becoming aware, Vendor shall report to Business Associate any use or disclosure of Protected Health Information in Vendor's possession of which Vendor becomes aware that is not (a) permitted by the terms of this Agreement, or (b) required by applicable law. Vendor shall assist Business Associate in mitigating any harm caused by such unauthorized use or disclosure. A Breach shall be treated as discovered as of the first day on which the Breach is known to the Vendor or, by exercising reasonable diligence, would have been known to the Vendor.

2.4 Vendor shall use best efforts to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.

2.5 Vendor shall develop policies and procedures to both detect and report Breaches of PHI to Business Associate. Copies of such policies and procedures shall be made available to Business Associate upon Business Associate's request.

2.6 Vendor shall ensure that any agents, including, without limitation, a subcontractor, to whom Vendor provides Protected Health Information received from, or received or created on behalf of, Business Associate agree to the same restrictions and conditions that apply to Vendor under this Agreement with respect to such information. Vendor shall ensure that any agents, including, without limitation, a subcontractor, are bound in writing by data security requirements no less rigorous than those that bind Vendor under this and any other agreements with Business Associate.

2.7 Within three (3) business days of receipt of Business Associate's request, Vendor shall make Protected Health Information in Vendor's possession available as necessary for Business Associate to respond to an individual's request for access to information about the individual as Required by Law.

2.8 Within ten (10) business days of receipt of Business Associate's request, Vendor shall make Protected Health Information in Vendor's possession available for amendment and/or incorporate any amendments to such Protected Health Information in accordance with the HIPAA Privacy Rule.

2.9 Within ten (10) business days of receipt of Business Associate's request, Vendor shall make information available as necessary for Business Associate to provide an accounting of disclosures in accordance with the HIPAA Privacy Rule.

2.10 Vendor is required to comply with an Individual's restriction request, except as otherwise required by applicable law, if it is to a health plan for payment or health care operations and pertains to a health care item or service for which the health care provider was paid in full "out of pocket" by the Individual.

2.11 Vendor and its agent(s) and subcontractor(s) are prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless the Individual provides a valid authorization pursuant to and in compliance with 45 C.F.R. § 508(a)(4).

2.12 If formally requested, Vendor shall make Vendor's internal practices, books and records relating to the use and disclosure of Protected Health Information received from Business Associate available to the Secretary of the United States Department of Health and Human Services for the purposes of determining Business Associate's compliance with the HIPAA Privacy Rule.

3. Permitted Uses and Disclosures.

3.1 Subject to the restrictions on the use and disclosure of Protected Health Information contained in this Agreement, Vendor may use or disclose Protected Health Information to perform functions on behalf of Business Associate and/or to provide services for or to Business Associate, as specified on attached Exhibit A (the "**Services**") Vendor represents and warrants to Business Associate that Vendor will perform or provide the Services in a timely, professional and workmanlike manner consistent with prevailing industry standards applicable to such services.

4. Obligations of Business Associate.

4.1 Business Associate shall provide Vendor with the notice of privacy practices for Protected Health Information that Business Associate produces as required under HIPAA, as well as any changes to such notice.

4.2 Business Associate shall inform Vendor of any changes in, or the revocation of, permission by an individual to use or disclose Protected Health Information about the individual, if such changes, or revocation, affect Vendor's permitted or required uses and disclosures of Protected Health Information hereunder.

4.3 Business Associate shall notify Vendor of any restriction on the use or disclosure of Protected Health Information to which the Business Associate has agreed in accordance with the HIPAA Privacy Rule.

4.4 Business Associate shall notify Vendor of any laws or regulations applicable to Business Associate with which Vendor must comply in fulfilling Vendor's obligations under this Agreement.

4.5 Notwithstanding the foregoing, any failure by Business Associate to notify Vendor of any restriction on the use or disclosure of Protected Health Information or applicable laws or regulations shall not excuse any breach of this Agreement or the terms hereunder.

5. Term and Termination.

5.1 Unless earlier terminated in accordance with this Section 5, the Term of this Agreement shall be effective as of the Effective Date and shall terminate when all the PHI provided by TowerView to Vendor, or created or received by Vendor on behalf of TowerView, is destroyed or returned to TowerView, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 5.

5.2 Termination for Cause. TowerView may terminate this Agreement if TowerView determinates that there has been a material breach by Vendor. Upon violation of a material term of this Agreement by Vendor, TowerView shall provide written notice of the alleged Breach and may either; (a) provide a ten (10) business day opportunity for Vendor to cure the breach or end the violation. If Vendor does not cure the breach or end the violation, TowerView may terminate this Agreement and any other agreement between the parties pursuant to which Vendor provides the Services to TowerView; or (b) if Vendor has breached a material term of this Agreement and cure is not, in TowerView's reasonable determination, possible, TowerView may immediately terminate this Agreement and any other agreement between the parties for the Services.

5.3 Upon the termination of this Agreement, Vendor shall, if feasible, return or, if requested by Business Associate in writing, destroy all Protected Health Information received from, or created or received on behalf of, Business Associate hereunder. If return or destruction of all Protected Health Information is not feasible, Vendor shall extend the protections of this Agreement for so long as Vendor maintains any Protected Health Information, at no cost to Business Associate and regardless of cost to Vendor, and shall not further disclose such Protected Health Information except as permitted hereunder.

5.4 Any termination of this Agreement by either party shall not limit any rights or remedies available at law or equity to the terminating party or impair any rights or discharge any obligations that have accrued to the terminating party as of the effective date of such termination. Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies that the party may possess at law or equity. Any provisions of this Agreement that are intended, by their specific terms (including, without limitation, Section 5.2 and Section 5.3 above, if applicable, and the parties' obligations regarding Protected Health Information previously disclosed) or by necessary implication, to survive the expiration or termination of this Agreement shall so survive.

6. Miscellaneous.

6.1 Authority. Each party represents and warrants to the other party that it has full power and authority to enter into this Agreement.

6.2 Entire Agreement. This Agreement and the Exhibit(s) attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof and

supersede all prior and contemporaneous agreements of the parties relating to such. In the event of any inconsistency between the terms of this Agreement and the terms of an Exhibit(s) attached hereto, the terms of this Agreement shall prevail.

6.3 Relationship of the Parties. Vendor's relationship to Business Associate shall be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or employer-employee relationship between the parties. Neither party is an agent of the other and is not authorized and shall not have any authority to make any representation, contract or commitment on behalf of the other party, or otherwise bind the other party in any respect whatsoever.

6.4 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. Each party (i) agrees that all actions and proceedings arising from or related to this Agreement or its subject matter may be litigated in state or federal courts located in the Eastern District of Pennsylvania and (ii) consents and submits to the personal jurisdiction and venue of any such court. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.5 Indemnification. Vendor shall indemnify, hold harmless and defend TowerView from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Vendor or by its employees, directors, officers, subcontractors, or agents in connection with the duties and obligations of Vendor under this Agreement, including, without limitation, any reasonable expenses TowerView incurs relating in any way to a Breach caused by Vendor or its subcontractors or agents. The parties' respective rights and obligations under this Section 6.5 shall survive termination of the Agreement.

6.6 Severability and Waiver. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the provision will be modified solely to the extent necessary to comply with the law and the parties' intent, and the remaining provisions of this Agreement shall continue in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

6.7 Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the parties hereto and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the parties hereto.

6.8 Headings. The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

6.9 Amendments. No modification or amendment of this Agreement shall be effective unless in writing and signed and dated by an authorized representative of each of the parties hereto.

6.10 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (a) when personally delivered, (b) upon confirmed receipt of a facsimile transmission, (c) on the day specified for delivery when deposited with a courier service such as UPS for delivery to the intended addressee, or (d) three (3) business days following the day when deposited in the United States mail, postage prepaid, when mailed by registered or certified mail, return receipt requested, and addressed as set forth below:

If to Business Associate:

Attn: COO
TowerView Health, Inc.
2001 Market Street, Suite 2500
Philadelphia, PA 19103

with an email copy, which shall not constitute notice to:[hareesh@towerviewhealth.com]

If to Vendor:

CompanyVoice

930 Harvest Drive, Suite 100
Blue Bell, PA 19422

Either party may from time to time designate another place for receipt of future notices by providing written notice to the other in accordance with this Section.

6.11 Counterparts. This Agreement may be executed in two or more counterparts, by manual or facsimile signature, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

6.12 Independent Contractors. For purposes of this Agreement, Covered Entity and Business Associate, and Covered Entity and any Subcontractor of Business Associate, are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

CompanyVoice. ("Vendor")

By: _____

Name: _____

Title: Chief Financial Officer

Date: 2/28/17

TowerView Health, Inc. ("Business Associate")

By: Hareesh Ganesan

Name: Hareesh Ganesan

Title: Chief Operating Officer

Date: 3/8/2017

EXHIBIT A

VENDOR SERVICES

Scope of Work:

- TowerView will train agents on products and the intake of patient information onto the enrollment system. They will also supply approved scripts and FAQs.
- Agents will callback as needed for any enrollments not completed and other disposition codes as discussed. All calls will be recorded.
- Agents will conduct the initial enrollment process for the members for the pharmacy to complete.
- Program targeted to go live on March 1, 2017. Hours of operation are flexible depending on the demographics of the members.