



HEALTH SERVICES AGREEMENT (Partnership)

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into as of the latest of the signatures below (the "Effective Date") by and between City of Madison Heights, MI ("Client"), with its principal place of business located at 300 West Thirteen Mile Road, Madison Heights, MI 48071, and Marathon Health, LLC ("Marathon"), a Delaware limited liability company with its principal place of business located at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WITNESSETH

WHEREAS, as part of its overall healthcare program, Client desires to furnish to its employees and their spouses/dependents certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, Client desires to permit other Joinder Groups (as defined below) the opportunity to access certain preventive, wellness, disease management, health consultation, and/or primary care services offered by Marathon;

WHEREAS, Client desires to retain Marathon to provide the preventive, wellness, disease management, health consultation, occupational health and/or primary care services to Client and participating Joinder Groups; and

WHEREAS, Marathon wishes to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

ARTICLE I Definitions

- 1.1 "Advanced Primary Care Services" means the primary care, population health and wellness care services described in Exhibit A.
- 1.2 "Anniversary Date" means: (i) in the case where the Start Date occurs on the first day of the month, the date that is the anniversary of the Start Date; or (ii) in the case where the Start Date occurs after the first day of the month, the date that is the first day of the following month to occur after each anniversary of the Start Date. By way of example, if the Start Date is January 15, 2025, the Anniversary Date shall mean February 1, 2026 and each February 1 thereafter.
- 1.3 "Care Provider" means an employee or independent contractor of Marathon who provides Health Services to Patients.
- 1.4 "Collaborating Physician" means a licensed physician who has a collaborative relationship with a nurse practitioner or physician's assistant as required under the laws of the state in which such nurse practitioner or physician's assistant is providing services.

- 1.5 “Eligibility File” has the meaning set forth in Section 6.6.
- 1.6 “Health Center(s)” means the Client’s owned or leased location(s) indicated on Exhibit B where Marathon will provide the Health Services described herein.
- 1.7 “Health Services” means the Advanced Primary Care Services and any additional wellness, behavioral health, disease management, health consultation, occupational health and/or primary care services to be provided under this Agreement.
- 1.8 “Implementation Services” means the services described on Exhibit C related to the setup and promotion of the Health Center.
- 1.9 “Joinder” means the joinder agreement attached hereto as Exhibit G by which Joinder Groups can provide Members access to the Health Services.
- 1.10 “Joinder Group” means an employer participating in access to Health Services via separately executed Joinder.
- 1.11 “Marathon Services” means the Health Services and Implementation Services and such other professional or support services necessary for the performance of Marathon’s obligations under this Agreement.
- 1.12 “Member” means an individual eligible to receive the Health Services, as listed in the Eligibility File.
- 1.13 “Patient” means a Member receiving Health Services from Marathon.
- 1.14 “Recurring Service Fees” means the Annual Fee (defined in Exhibit D) and any Optional Service Fees (defined in Exhibit D) payable for the Marathon Services hereunder.
- 1.15 “Support Services” means the account management and information technology platform services provided by Marathon in support of the Health Services, as described in Exhibit A.
- 1.16 “Start Date” means, with respect to each Health Center location described on Exhibit B, the date on which Health Services commence, provided, however, that the Parties may mutually agree to modify such date(s) during the implementation process. Any such modification shall be agreed to in writing. E-mails between Marathon and Client acknowledging the modification of the Start Date shall suffice to bind the Parties.
- 1.17 “Triggering Events” mean a circumstance in which Marathon will recalculate the Fee Share Percentage and redistribute the Monthly Fee and Annual Fee. Triggering Event includes: the termination of a Joinder for any reason, the addition of a Joinder Group to the Agreement, and the Anniversary Date of the Agreement.

ARTICLE II

Services

- 2.1 Advanced Primary Care Services. Commencing on the Start Date(s), Marathon will provide Patients with the Advanced Primary Care Services described on Exhibit A at the location(s) indicated on Exhibit B.
- 2.2 Optional Additional Services. If so elected by Client or a Joinder Group, Marathon will provide the following additional Health Services (the “Optional Services”), subject to the terms and conditions set forth in the Exhibits referenced below:
- [] Exhibit A-1 – LiveBetter (mental health care)
- 2.3 Services Outside of Scope. Health Services that are not described in Exhibit A or elected as an optional additional service under Section 2.2 shall be outside the scope of this Agreement, and Client and Joinder Groups shall instruct Members to seek outside assistance for such matters with an alternate healthcare provider.
- 2.4 Implementation Services.
- (a) Commencing on the Effective Date, Marathon will provide the Implementation Services described on Exhibit C. The Parties will cooperate with each other to facilitate the timely opening of the Health Center(s) and to address any issues that may arise. The Parties will mutually agree to necessary modifications to Marathon’s standard implementation timeline and/or the Start Date on account of reasons beyond either Party’s reasonable control.
- (b) At Client’s and/or Joinder Group’s request, Marathon will obtain copies of medical records from any predecessor employer-sponsored health provider. Client and/or Joinder Group will be solely responsible for the payment of any charges imposed by the predecessor provider for the medical records.
- 2.5 Service Orders and Amendments. Marathon may provide additional services, or the Parties may modify the existing services, by executing a mutually agreed service order, statement of work or an amendment to this Agreement. Service orders, statements of work and amendments will include terms and conditions specific to the services described therein including but not limited to the scope of services, fees, timeline and any deliverables. In the event of any conflict between this Agreement and any service order or amendment, the provisions of the service order, statement of work or amendment, as the case may be, will govern.

ARTICLE III

Term

- 3.1 Term. The “Initial Term” of this Agreement shall begin on the Effective Date, and, unless earlier terminated in accordance with Article VII, shall end on the fifth (5th) Anniversary Date. If Marathon is to provide the Marathon Services at more than one Health Center with services occurring on multiple Start Dates, the Initial Term shall end on the fifth Anniversary Date of the latest Start Date to occur. The Initial Term and any Renewal Term(s) shall be the “Term.”

- 3.2 Renewal Terms. This Agreement shall automatically renew for additional terms of one (1) year (each a “Renewal Term”), unless either Party terminates this Agreement by delivering written notice to the other Party not less than one hundred (180) days prior to the expiration of the then current term. Failure to provide timely written notice shall indicate a Party’s intent to automatically renew the Agreement at the end of the then current term.

ARTICLE IV

Payment Terms

- 4.1 Fees. Marathon will invoice Client for the Implementation Fee as set forth in Exhibit D. Marathon will individually invoice Client and Joinder Groups monthly for Recurring Service Fees as set forth in Exhibit D as well as all other services that Client and Joinder Groups elect to receive (e.g., Optional Additional Services if elected, lab services, pharmaceuticals, customization services). Payment for all invoiced amounts shall be remitted within thirty (30) days of the date of an invoice. Notwithstanding anything in this Agreement to the contrary, if any invoice(s) or portion(s) of invoice(s) are not disputed in writing by Client and/or a Joinder Group within thirty (30) days of the date of the invoice, Client and/or the Joinder Group irrevocably waives its right to later dispute such invoice. A one and one-half percent (1.5%) per month (or the maximum amount permitted by law, whichever is lesser) late fee will be charged for payments on undisputed charges not received when due.
- 4.2 Non-Payment. Failure to pay an invoice when due shall constitute a material breach of this Agreement. Marathon reserves the right to terminate this Agreement or a Joinder or suspend services upon such breach by Client or a Joinder Group that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to a non-paying Client or Joinder Group if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client and/or Joinder Group is in breach, such continuance of services will not operate as a waiver of Marathon’s right and ability to utilize any and all remedies available to Marathon under applicable laws.
- 4.3 Tax Obligations. All fees for services purchased in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client and Joinder Groups agree to pay all applicable sales, use or service taxes imposed by any state or local tax authority on the services or payments provided hereunder (other than taxes on Marathon’s income) which Marathon may be required to pay or collect. Any such tax due is in addition to the fees charged by Marathon herein and will be listed separately on invoices. To the extent Marathon has not collected and remitted any applicable tax for Client or a Joinder Group in reliance upon an erroneous representation of Client or a Joinder Group as to its tax status, Client’s or Joinder Group’s obligation to pay taxes shall include any interest and penalties imposed by any taxing authorities. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client or a Joinder Group shall obtain and produce such certificate, document or proceeding, at its sole expense.

ARTICLE V

Duties of Marathon; Relationship of the Parties

- 5.1 Management of Health Center. Marathon will be responsible for the day-to-day management of the Health Center and will adopt appropriate policies and procedures to promote the orderly and efficient operation of the Health Center. As part of the Implementation Services, Marathon shall procure any medical equipment necessary to commence Health Services at the Health Center. Should any additional or replacement medical equipment be necessary to operate the Health Center after the Start Date, Marathon will procure such equipment at Client's expense subject to the execution of a written service order authorizing the procurement of such equipment. Provided that Client has satisfied its obligations hereunder, all title to the medical equipment shall be transferred to Client at the expiration or termination of the Agreement. Marathon will procure all medical supplies used to provide the Marathon Services under this Agreement and shall be responsible for disposing of all bio-waste and hazardous materials resulting from operation of the Health Center in compliance with applicable laws. In addition, subject to Section 6.2 below, Marathon will purchase, configure, own and maintain all IT equipment (including telephone and internet connection) necessary for the operation of the Health Center. Notwithstanding the foregoing, Client shall be responsible for any fees associated with early termination of IT services in the event this Agreement is terminated early and Marathon cannot terminate contracts for IT services early without a termination fee. Client shall not be responsible for any fees associated with early termination of IT services if this Agreement is terminated early by Marathon.
- 5.2 Responsibility for Subcontractors; Care Providers.
- (a) Marathon shall be responsible for selecting, contracting with and managing any third party contractors to support the provision of the Marathon Services, all in accordance with the terms of this Agreement. Such third party contractors may include affiliated and non-affiliated third party providers of acute care, pharmacy, physical therapy, after-hours care and other healthcare services and may include other contractors such as analytics, information technology and medical records processing. Marathon shall retain responsibility for any such third party contractors.
 - (b) In addition, Marathon shall employ or subcontract qualified and appropriately licensed or certified (if applicable) staff and Care Providers to provide the Health Services. Marathon shall obtain any licenses and permits required for its employees and subcontractors to perform the Health Services, including visas and work permits required by applicable law. Care Providers shall retain the authority to direct or control their medical decisions, acts or judgments. Notwithstanding any other provision in this Agreement, no Care Provider will be required to provide any service that the Care Provider believes, in the Care Provider's medical judgment, should be provided by another healthcare provider or in another setting.
- 5.3 Independent Contractor. Marathon, and each of its employees and third party contractors, shall at all times remain an independent contractor of Client and Joinder Groups with respect to the services provided under this Agreement. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon shall be solely responsible for the payment of compensation and



provision of benefits to Marathon employees and contractors performing services hereunder. Marathon's employees and contractors are not entitled to receive any employee benefits from Client or a Joinder Group. Neither Client nor Joinder Groups shall be responsible for payment of worker's compensation, disability, unemployment or other similar insurance or for withholding income, taxes or social security for any Marathon employee or contractor.

5.4 Health Center Staffing.

- (a) The Parties agree that the staffing level provided on Exhibit B is adequate to meet the Parties' expectations regarding Patients' utilization of the Health Center as of the Effective Date. Marathon retains the right to adjust staffing as necessary to service actual patient demand. In the event that Patient utilization exceeds Marathon's ability to arrange Health Services at the staffing level set forth on Exhibit B, the Parties shall mutually agree via written amendment to increase Health Center staffing, hours of operation and any costs associated with such modifications.
- (b) Marathon retains exclusive authority as to the hiring and termination of any Care Provider staffed at the Health Center. Marathon will promptly address any reasonable Client concerns regarding a Care Provider's conduct at the Health Center and take appropriate action which may include, at Marathon's sole discretion, termination of the Care Provider if Marathon determines that such action is warranted.
- (c) If a Care Provider is terminated for Good Cause (defined below), then Marathon will assume 100% of the cost of obtaining interim Care Provider services, recruiting a new Care Provider (including any signing bonus), and training a Care Provider (collectively, the "Transition Costs"). If a Care Provider is terminated without Good Cause at any time during the Term in order to satisfy a request of the Client or due to any modification or reduction to the Health Services to be provided (for example, a reduction in operating hours due resulting in the reduction of staff), then Client shall pay to Care Provider the Transition Costs and the cost of the Provider's severance, which may not exceed an amount equal to 90 days' salary. As used in this paragraph (c), "Good Cause" means personal misconduct; suspension or termination of a Care Provider's license to practice; material violation of Client's workplace rules, policies, and procedures; a breach of this Agreement caused by the actions of a Care Provider that has not been cured, mutual agreement by the Parties that a Care Provider is not a good fit for the role; or indictment, charge, conviction, or plea of guilty or nolo contendere for any crime involving fraud, falsehood, dishonesty or moral turpitude, or to a felony.

5.5 Standard of Performance. Marathon will perform its obligations under this Agreement in a professional manner and in compliance with all applicable laws. The Parties agree to the performance guarantees set forth on Exhibit D-1.

5.6 Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client, Joinder Group, or Member to provide information necessary to fulfill its obligations as required under this Agreement.



- 5.7 Medical Emergencies. The Health Services do not include emergency medical services and the Care Providers will follow Marathon's Emergency Response Care policy attached hereto as Exhibit F. Marathon reserves the right to modify its policy.
- 5.8 Refusal of Treatment. Certain Patients may refuse to accept procedures or treatment recommended by Care Providers. If a Patient refuses to accept treatment or procedures recommended by Care Providers, then neither the Client, Joinder Groups, Care Providers nor Marathon will have further responsibility to provide or arrange treatment.
- 5.9 Marathon Health Reports. Marathon will provide to Client and Joinder Groups the reports described in Exhibit E. The provision by Marathon to Client and Joinder Groups of the reports listed on Exhibit E is contingent upon Client's and Joinder Groups' delivery to Marathon the medical claims data from Client's and Joinder Groups' applicable health benefit plan(s) as described in Section 6.7 and the Eligibility File as described in Section 6.6. Marathon will provide additional customized reports as requested by Client and/or Joinder Groups, and agreed upon by Marathon, at an additional mutually agreed cost.
- 5.10 Incentive Management. At Client's request, Marathon will manage Client's incentive program through Marathon's patient portal with the ability to track incentive activities. Client is responsible for determining specific incentive program requirements for their Members in conjunction with Marathon's incentive services team. Administration of Client incentive programs using Marathon's default program design parameters is included at no charge, unless otherwise provided in Exhibit D. Custom incentive programs or services requiring additional coordination, staffing or supplies may be subject to additional cost. Compliance with applicable laws with respect to specific program requirements, including the Americans with Disabilities Act, is the responsibility of Client.
- 5.11 Claims Submission.
- (a) Client. For Client, Marathon will submit medical provider claims via Marathon's standard format to up to four (4) health plans administered by one (1) Claims Processor through Marathon's electronic health records system upon request. Client shall direct and obtain agreement from its Claims Processor to receive available claims experience for Patient visits from Marathon. For the avoidance of doubt, Marathon shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor and Client will direct Claims Processor to cooperate with this requirement. Marathon will submit claims in accordance with Marathon's standard format to up to one (1) Claims Processor designated by Client for up to four (4) health plans. In the event Client desires to use an alternative format for the transmission of Claims to a Claim Processor or Client requests that Marathon submit claims to more than one (1) Claims Processor or for additional health plans, Marathon will evaluate the feasibility of using such alternative format and/or any additional professional services necessary to submit to additional Claims Processors. Marathon shall advise Client of any additional costs required to satisfy such requests. In no event shall Marathon be required to submit any claims to Medicare, Medicaid, or any other U.S. federal government payor.
- (b) Joinder Groups. For Joinder Groups, Marathon will submit medical provider claims via Marathon's standard format to up to one (1) health plan administered by one (1) Claims Processor through Marathon's electronic health records system upon request. Joinder Group shall direct and obtain agreement from its Claims Processor to receive available

- claims experience for Patient visits from Marathon. For the avoidance of doubt, Marathon shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor and Joinder Group will direct Claims Processor to cooperate with this requirement. Marathon will submit claims in accordance with Marathon's standard format to up to one (1) Claims Processor designated by Joinder Group for up to one (1) health plan. In the event Joinder Group desires to use an alternative format for the transmission of Claims to a Claim Processor or Joinder Group requests that Marathon submit claims to more than one (1) Claims Processor or for additional health plans, Marathon will evaluate the feasibility of using such alternative format and/or any additional professional services necessary to submit to additional Claims Processors. Marathon shall advise Joinder Group of any additional costs required to satisfy such requests. In no event shall Marathon be required to submit any claims to Medicare, Medicaid, or any other U.S. federal government payor.
- 5.12 Visit Fees. At the request of Client, Marathon will charge Patients and collect payment for non-preventive services at the time of the visit in accordance with details agreed to by the Parties. Any fees collected from Patients will be credited to Client on the invoice for the month immediately following the month in which the fees are collected. If the Marathon Services set forth on Exhibit A include Claims Submission Services, Marathon will submit claims to up to four (4) health plans administered by one Claims Processor for Client and up to one (1) health plan administered by one Claims Processor for Joinder Groups health plan administrative purposes such as crediting patient deductibles for visit fees collected by Marathon on behalf of Client and Joinder Groups. For the avoidance of doubt, if applicable, Client will establish the fair market value for non-preventive services to be charged to Patients.
- 5.13 Member Outreach and Engagement. Marathon shall conduct such Member outreach and marketing communications as it deems reasonably necessary to support the Health Services to be provided under this Agreement by any means of communication permitted under applicable law, including via e-mail, direct mail, portal messages and text message.

ARTICLE VI

Duties of Client

- 6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this Agreement, including the payment of rent (if applicable) and fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, ventilating, heating and air conditioning, security and non-medical furnishings. Any such space must meet Marathon's minimum necessary requirements for the operation of a Health Center and shall be subject to Marathon's approval, which shall not be unreasonably withheld. Marathon will have the right, subject to reasonable rules and regulations adopted by Client, to the use of the common areas located around the Health Center, including but not limited to any common walkways, sidewalks, parking spaces and driveways necessary for access to the Health Center. Client shall provide such janitorial services for the Health Center as may be necessary to maintain a hygienic and welcoming environment for Patients, keep and maintain the non-medical furniture and premises in good working order and make, or cause to be made, all necessary repairs and replacements to the non-medical



furniture and premises and its systems as may be reasonably required to keep the same in good order and state of repair.

- 6.2 Internet Connections. Client will ensure that wired internet services are available to the Health Center that are independent of Client's network, provided that Marathon will be responsible for the costs of such services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities.
- 6.3 Telephone. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Marathon will provide telephones and associated services for all of its employees and for the main line to the Health Center.
- 6.4 Construction/Renovation. Client will be responsible for the completion of any necessary construction and/or renovation with Client's contractor at least ten (10) business days' prior to the Start Date.
- 6.5 Promotion of Health Services. Client agrees to support Marathon's outreach and engagement efforts by providing Marathon with contact information of the full population appearing on the Eligibility File, including but not limited to the following: email address, phone number, home address, and work address. Client also agrees to adopt Marathon's engagement campaign strategy and process. Without limiting the generality of the foregoing, Client will publicize and provide descriptive information about the Marathon Services, including Marathon's standard communications materials, to all individuals eligible to receive Health Services. To ensure that outreach communications are received by all individuals eligible for Health Services, Client shall comply with Marathon's technology compatibility requirements, which will be communicated in writing by Marathon to Client from time to time. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing or publicizing the Health Services prior to the distribution of such materials for Marathon's approval, which shall not be unreasonably delayed.
- 6.6 Eligibility Files.
 - (a) Client will provide to Marathon a list of Members eligible to receive Health Services (the "Eligibility File") as soon as practicable after the Effective Date for review by Marathon's data integration team. Following Marathon review, Client must provide an updated Eligibility File incorporating any changes necessary for implementation, as requested by the Marathon data integration team, no later than thirty (30) days prior to the Start Date. In the event a production-ready Eligibility File is not received at least thirty (30) days prior to the Start Date, Marathon shall have the right to reasonably delay the Start Date to allow sufficient time necessary for implementation.
 - (b) Client will thereafter provide an updated Eligibility File that reflects new and terminated Members at least monthly or more frequently if mutually agreed by the Parties. The Eligibility File will contain the entire population of Members and will adhere to Marathon's content and format specifications set forth in the Marathon Eligibility File Specifications, available on Marathon's contracting resource webpage:

<https://marathon.health/contract-resources/>. In the event Client desires to use an alternative format to transmit the Eligibility File, Marathon will evaluate using such alternative format, including whether additional costs shall apply. Members will be entitled to use the Health Services as of the “eligible on date” indicated in the Eligibility File.

- (c) Joinder Group will provide to Marathon a list of Members eligible to receive Health Services (the “Eligibility File”) as soon as practicable after the Effective Date for review by Marathon’s data integration team. Following Marathon review, Joinder Group must provide an updated Eligibility File incorporating any changes necessary for implementation, as requested by the Marathon data integration team, no later than thirty (30) days prior to the Start Date. In the event a production-ready Eligibility File is not received at least thirty (30) days prior to the Start Date, Marathon shall have the right to reasonably delay the Start Date to allow sufficient time necessary for implementation. Joinder Group will thereafter provide an updated Eligibility File that reflects new and terminated Members at least monthly or more frequently if mutually agreed by the Parties. The Eligibility File will contain the entire population of Members and will adhere to Marathon’s content and format specifications set forth in the Marathon Eligibility File Specifications, available on Marathon’s contracting resource webpage: <https://marathon.health/contract-resources/>. In the event Joinder Group desires to use an alternative format to transmit the Eligibility File, Marathon will evaluate using such alternative format, including whether additional costs shall apply. Members will be entitled to use the Health Services as of the “eligible on date” indicated in the Eligibility File.

6.7 Medical Claims Data. To assist in the identification and treatment of Members with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, and subject to applicable law and any confidentiality and business associate agreements, Client and Joinder Groups will direct their carrier, third party administrator, or third party vendor for claims data mining (each, a “Claim Processor”) to provide to Marathon medical claims data and pharmaceutical claims data via SFTP for the Members enrolled in Client’s or Joinder Groups’ health plan(s) for the 24 months prior to the initiation of the Health Services, and minimally at monthly intervals thereafter through the Term. Claims data is required for Client and Joinder Groups to be eligible for certain performance guarantees, as set forth in Exhibit D-1. In the event such claims data is not provided to Marathon by the Claim Processor, Client and Joinder Groups shall be deemed to have waived the performance guarantees for which the claims data is required. In the event Client or a Joinder Group desires to use an alternative format to transmit the claims data, Marathon will evaluate using such alternative format, including whether additional costs shall apply.

6.8 Business Operations/Legal Compliance. By execution of this Agreement or a Joinder, Client and Joinder Groups acknowledge they will be solely responsible for (a) determining the impact, if any, of offering the service to Members upon their business operations, including but not limited to any impact based upon their other benefit plans and (b) ensuring Client’s and the Joinder Group’s compliance with all laws applicable to Client and Joinder Groups, including but not limited to benefit, reporting, disclosure and other requirements under the Employee Retirement Income Security Act of 1974, as amended, Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Americans with Disabilities Act of 1990, as amended, the Internal Revenue Code of 1986, as

amended, and the Consolidated Appropriations Act of 2021. Under no circumstances shall Marathon or any third party contractors be considered to be in a fiduciary, trustee or sponsor relationship with respect to any Client or Joinder Group benefit or health plan.

ARTICLE VII

Termination

7.1 Termination. This Agreement will terminate:

- (a) Following written notice of material breach of this Agreement specifying the nature of the breach, given by the non-defaulting Party; provided, however, that the defaulting Party shall have thirty (30) days from the receipt of such notice in which to cure the material breach; or
- (b) Following thirty (30) days' prior written notice of termination by either Party if the other Party appoints a custodian, liquidator, trustee or receiver, for a material portion of its assets; or if such other Party files a voluntary petition in U.S. bankruptcy court; or is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law for relief of debtors are instituted by or against such Party and are not dismissed within sixty (60) days; or
- (c) For Failure to Launch. If Marathon is unable, due solely to delays on the part of Client, to initiate the Services contemplated herein by six months from the date of signature of the last Party to sign this Agreement, then Marathon may terminate this Agreement and Client will reimburse Marathon for all costs actually expended on behalf of Client. Client may retain all of the equipment and supplies and all other components of the business obtained using such costs.

7.2 Consequences of Termination.

- (a) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default. In the event the Agreement is terminated due to Client's material default, including but not limited to nonpayment of undisputed fees, violations of Articles IX or X, or any default by Client that prevents Marathon from providing the Health Services described hereunder, all reasonably undisputed fees and outstanding costs incurred and due to Marathon up through the termination date shall be due and payable upon termination. In the event of such a dispute, the Parties shall address the dispute in a timely manner prior to termination. This obligation shall survive termination of the Agreement. This provision shall not apply in the event Client's material default is non-payment due to non-appropriation of funds.

- (b) Upon termination or expiration of the Agreement for any reason other than Client's or a Joinder Group's default, Client and/or the Joinder Group shall remain liable for all fees and costs payable for services provided by Marathon through the effective date of termination and such liability shall survive the termination or expiration of this Agreement.
- (c) In the event of any termination of any Joinder, the Parties acknowledge that the Agreement shall remain effective as to Client and all other Joinder Groups. In the event of termination of this Agreement, all Joinders shall terminate concurrently with the Agreement unless the Parties mutually agree to assign this Agreement to a Joinder Group.
- (d) Marathon shall maintain Patients' health records beyond termination of this Agreement in accordance with applicable laws. In addition, upon termination of this Agreement, Marathon agrees to provide a one-time file transfer of all eligible health records in Consolidated Clinical Data Architecture (CCDA) format to any successor medical services provider at no additional charge. Should Client or Joinder Group request the transfer of Patient health records in a format other than CCDA, Marathon's standard hourly rates for the professional services necessary to satisfy this request shall apply.

ARTICLE VIII

Confidentiality of Patient Records

- 8.1 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard Patients' personal health information to ensure that the information is not improperly disclosed and to comply with the regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Patient's rights to their individual medical information.
- 8.2 Granting of Access. Marathon will afford access to Patient health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to health records or other personal and confidential information to any individual or to Client except as provided in this Section 8.2.
- 8.3 Compliance Assistance. To the extent Marathon utilizes space provided by Client to provide services under this Agreement, Client shall reasonably cooperate with Marathon in complying with the requirements described in this Article VIII, including as related to the physical access to such space.
- 8.4 HIPAA. Marathon and Client acknowledge that each Party has certain obligations under the HIPAA, and the rules and regulations promulgated thereunder. To satisfy those obligations, the Parties agree to execute the Business Associate Addendum attached to

this Agreement. Joinder Groups shall execute the Business Associate Addendum via Joinder as a condition of accessing the Health Services.

ARTICLE IX

Confidentiality of Business Information

- 9.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use Confidential Information (as defined below) for any purpose other than to fulfill its obligations under this Agreement. Each Party agrees to use commercially reasonable efforts to protect Confidential Information of the other party. A Party who receives Confidential Information shall, at a minimum, take precautions at least as great as those the receiving Party takes to protect its own most confidential information. Each Party agrees not to disclose any Confidential Information of the other Party to third parties; provided that each Party may disclose Confidential Information only to those of its directors, officers, employees, attorneys, accountants and consultants ("Representatives") who need to know the information and shall ensure that such Representatives who have access to Confidential Information of the other Party are subject to written confidentiality obligations similar to the provisions hereof, prior to any disclosure of Confidential Information to such Representative. Upon request of the other Party, each Party shall return or destroy all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party.
- 9.2 Confidential Information. For purposes of this provision, the term "Confidential Information" shall mean any business practices, methods of doing business, or customer information, and shall also include without limitation software programs, technical information, patents, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked "confidential", or by the nature of the circumstances surrounding disclosure ought to in good faith to be treated as proprietary or confidential, whether the information is disclosed in writing or orally. Confidential Information shall not, however, include information that is governed by the confidentiality provisions of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party.
- 9.3 Injunctive Relief. Each Party acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause either Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of this Article IX, the disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

ARTICLE X

Proprietary Rights

10.1 Trademarks.

- (a) “Client Marks” means those trademarks of Client as Client may notify Marathon in writing to be “Client Marks” within the meaning of this Agreement. “Marathon Marks” means those trademarks of Marathon as Marathon may notify Client in writing to be “Marathon Marks” within the meaning of this Agreement. Client Marks and Marathon Marks are referred to herein, collectively, as “Marks.”
- (b) During the Term, Client hereby grants to Marathon a non-exclusive, non-transferable right to reproduce, publish, perform and display the Client Marks (i) to fulfill its obligations under this Agreement; (ii) on Marathon’s website; and (iii) in Marathon recruiting and benefit materials; and (iv) in connection with trade shows and marketing materials. Marathon will use all such Client Marks in accordance with any usage guidelines provided by Client to Marathon. To the extent that Client may reasonably object to the manner and means in which Marathon uses any of the Client Marks hereunder, Marathon will promptly take such action as may be reasonably required to address and remedy any such objection(s). In addition, Client grants Marathon the right to use the name of Client on all advertising and marketing by Marathon; such right shall survive the expiration or termination of the Term provided Marathon shall take commercially reasonable measures to promptly remove references to Client.
- (c) During the Term, Marathon hereby grants to Client a non-exclusive, non-transferable right to reproduce, publish, perform and display the Marathon Marks (i) to fulfill its obligations under this Agreement; (ii) on Client’s website; (iii) in Client recruiting and benefit materials; and (iv) in connection with trade shows and marketing materials. Client will use all such Marathon Marks in accordance with any usage guidelines provided by Marathon to Client. To the extent that Marathon may reasonably object to the manner and means in which Client uses any of the Marathon Marks hereunder, Client will promptly take such action as may be reasonably required to address and remedy any such objection(s). In addition, Marathon grants Client the right to use the name of Marathon on all advertising and marketing by Client; such right shall survive the expiration or termination of the Term provided Client shall take commercially reasonable measures to promptly remove references to Marathon.

10.2 Care Provider Recruitment and Health Care Signage.

- (a) Client expressly permits Marathon to use Client’s name in advertisements to recruit Care Providers or other personnel dedicated for the Marathon Services.
- (b) Client agrees to allow Marathon to use Marathon branded signage and will include the name “Marathon Health” in the name of the Client’s Health Center(s), i.e., MiLife Health & Wellness Center by Marathon Health” to improve Member awareness about services available at the Health Center. The cost of the initial change in signage is included in the Implementation Fee.

10.3 Licenses.

- (a) License to Access Services; Marathon and Client Materials.
- (i) To the extent a particular Marathon Service (e.g., Marathon's patient portal) is hosted by Marathon, Marathon hereby grants Client, Joinder Groups, and/or the Members, as applicable, the right to access such service as described on Exhibit A commencing on the applicable Start Date.
- (ii) "Marathon Materials" means the Marathon Marks and any proprietary materials provided by or on behalf of Marathon for use by the Client in connection with the services provided hereunder, including but not limited to text, graphical content, images, techniques, methods, designs, software, hardware, code, documentation, or any improvement or upgrade thereto. Marathon hereby grants to Client a nonexclusive right to use, reproduce, display, and distribute the Marathon Materials solely to perform its obligations under this Agreement. As between the parties, Marathon retains all right, title, and interest in and to the Marathon Materials and the Marathon Services (excluding the Client Marks and Client Materials).
- (b) "Client Materials" means the Client Marks and any proprietary materials provided by or on behalf of Client for use by Marathon in connection with the services provided hereunder, including but not limited to text, graphical content, and images, techniques, methods, designs, software, hardware, code, documentation, or any improvement or upgrade thereto. Client hereby grants to Marathon a nonexclusive right to use, reproduce, display, and distribute the Client Materials solely to perform its obligations under this Agreement. As between the parties, Client retains all right, title, and interest in and to the Client Marks and Client Materials.
- (c) Except as explicitly set forth herein, no other rights or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

ARTICLE XI

Non-Solicitation

- 11.1 Non-Solicitation. Each Party agrees not to, directly or indirectly, solicit the services of and not to employ or engage (in any form, including, but not limited to, as an employee, independent contractor or as a consultant) any employee, independent contractor or consultant of the other Party who participates in any manner in the activities that are the subject of this Agreement during the Term and for a period of two (2) years thereafter. In the event that a Party chooses to employ or engage an employee, independent or consultant of the other Party participating in the provision of the Marathon Services (the "Restricted Person"), the Party employing or engaging a Restricted Person agrees to pay to the other Party, as liquidated damages, a fee equal to one year of the Restricted Person's salary and 100% of the Restricted Person's bonus target for the year in which the Restricted Person is recruited.

ARTICLE XII

Indemnification; Insurance and Liability

- 12.1 Indemnification. Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party, its subsidiaries and affiliated companies, and their respective directors, officers, employees and agents (the “Indemnified Parties”) from and against all claims, causes of action, suits, losses, damages, reasonable attorneys’ fees and costs (collectively referred to in this Article XII as “Liabilities”) that arise directly from or out of any third party claim asserted against any Indemnified Party alleging negligence by the Indemnifying Party or its employees or contractors in the performance of its obligations under this Agreement.
- 12.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the Term of this Agreement:
- (a) Medical malpractice liability coverage with limits of \$5 million per claim and \$5 million aggregate unless a different level of coverage is required to qualify under an applicable state medical malpractice statute and Marathon chooses to qualify under said statute, in which case Marathon will maintain the level of coverage required under said statute.
 - (b) General liability coverage with limits of \$5 million per claim and \$5 million aggregate.
 - (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate.
 - (d) Cyber-liability coverage with limits of \$5 million per claim and \$5 million aggregate.
 - (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client’s premises under the standard “Special Form” coverage to its full replacement cost, without depreciation, adjusted yearly.
 - (f) Workers’ compensation and other statutory insurances as required.
- 12.3 Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:
- (a) General liability insurance covering Client’s business operations on the premises in which the Marathon Services will be performed.
 - (b) Property and casualty coverage for all of Client’s real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client’s option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client’s infrastructure and improvements to such space.
 - (c) Other insurances typically maintained within Client’s industry.

- 12.4 Waiver. Notwithstanding any other provisions of this Article XII, to the fullest extent allowable under all policies they hold and under law, Marathon and Client hereby mutually waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, (2) all rights of indemnification, to the extent Liabilities are covered by insurance of the Party that otherwise would be indemnified under the Agreement and, (3) with regard to real or personal property, the waivers under (1) and (2) of this paragraph apply regardless of whether coverage is for the full replacement cost or a depreciated or lesser value.
- 12.5 Liability. In no event will either Party be liable to the other Party for indirect, incidental, consequential or punitive damages. Except as expressly set forth herein, the maximum liability of either Party to the other for any breach or violation of this Agreement shall not exceed \$1 million per Client or Joinder Group. Notwithstanding the foregoing, any claim that is appropriately pursued under an applicable professional liability statute shall be pursued under said statute and not under this Agreement and shall be subject to the protections and limitations of said statute, including, without limitation, liability limits. Nothing in this Section 12.5 limits or otherwise supersedes Client's obligations under Section 7.2(a).

ARTICLE XIII

Miscellaneous

- 13.1 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a "Force Majeure Event"); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term "Force Majeure Event" shall include, but not be limited to, acts of God such as flood, tornado, hurricane or earthquake; war, rebellion, civil disturbances, fires, explosions, and riots; strikes or other labor disputes; or other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.
- 13.2 Authority to Execute Agreement. Client and Marathon each hereby represent, warrant and covenant that: (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any bylaw, charter, regulation, law, or agreement to which such Party is bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable in accordance with its terms.
- 13.3 Entire Agreement. The Parties acknowledge that this Agreement, including any Exhibits, service orders, statements of work and amendments that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. As of the Effective Date, this Agreement supersedes all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.



- 13.4 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:

To Client: City of Madison Heights, MI
300 West Thirteen Mile Road
Madison Heights, MI 48071
248-588-1200
Attn: Melissa Marsh, City Manager

To Marathon: Marathon Health, LLC
802-857-0400
Attn: Jeff Wells, CEO

Via USPS:
P.O. Box 1433
Portsmouth, NH 03802

Via UPS/FedEx:
10 W. Market St., Ste. 2900
Indianapolis, IN 46204

with a copy to: Marathon Health, LLC
legal@marathon-health.com
Attn: General Counsel

- 13.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.
- 13.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without application of principles of conflicts of laws. Any dispute arising out of this agreement shall be resolved exclusively by the courts located in Oakland County, Michigan.
- 13.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an authorized signatory of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.
- 13.8 Assignment. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, to any purchaser of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.
- 13.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.



13.10 Waiver. A failure or delay of either party to this Agreement to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision and shall not excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

13.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

CLIENT

Signed: _____
Name: _____
Title: _____
Date: _____

MARATHON HEALTH, LLC

Signed: _____
Name: Chad Ashcraft
Title: Chief Growth Officer
Date: _____

EXHIBIT A
Advanced Primary Care Services and Support Services

I. Advanced Primary Care Services:

Commencing on the applicable Start Date, Marathon shall provide the following Advanced Primary Care Services to Patients:

Primary & Urgent Care	Description
Acute Care Ages 2+	Treatment of minor acute illnesses for Patients ages 2+, including respiratory infections, urinary tract infections, skin infections, wounds, or similar illnesses that are episodic in nature and short in duration. Adult acute care is available via telephonic and video channels, in addition to in-person care. The health services do not include emergency medical services, and the Care Providers will follow Marathon's Emergency Response Care Policy, attached as Exhibit F.
Medical Procedures	To the extent that the procedure is within a Care Provider's scope of practice, various medical procedures that can be done during a Care Provider visit in a Health Center, including pap smear, shave biopsy, simple laceration repair with dermabond/adhesive strips, ear irrigation, skin tag removal, and cryotherapy.
Annual Preventive Visits/Physical Exams 12+	Annual preventive physical examinations including well child checks (12+) with the ordering (or referral) of age-appropriate screenings (e.g., mammography, colonoscopy, and bone density screenings), labs and immunizations. Includes sports/camp physicals for Patients age 5+ but does not include well child exams for ages 5 through 11.
Workplace Injury Triage	<p>OSHA first aid care for minor work injuries to the extent appropriate within the medical judgment of the Care Provider. When necessary, Patients will be redirected to an appropriate facility for continued treatment. Workplace injury services beyond OSHA first aid treatment are not included unless expressly indicated in this Exhibit A.</p> <p>OSHA first aid treatment may include:</p> <ul style="list-style-type: none"> · Using a non-prescription medication at nonprescription strength · Administering tetanus immunizations · Cleaning, flushing or soaking wounds on the surface of the skin · Using wound coverings such as bandages, gauze pads, etc.
Patient Support: FMLA, first treatment of injury and disability forms	Care Providers can complete FMLA, first treatment of injury and disability forms on behalf of patients when the Care Provider is the medically appropriate resource to fill out the form.
Depression & Anxiety Screening	Screening services for depression and anxiety at annual visits or when deemed necessary by the Care Provider. If necessary, Care Provider will provide follow up care or refer the patient to additional resources as needed.

Collaborating Physician	Collaborating physician to mentor the nurse practitioner and physician providers in accordance with applicable state law.
After-Hours Nurse Triage	After-hours nurse triage support for Patients. Patients may contact a nurse after Health Center hours with any acute care concerns. The after-hours nurse will refer the Patients to the most appropriate care for the concerns identified in the call (ER, Urgent Care, or next day appointment).
Value Driven Referrals	Marathon will provide value driven referrals to Patients. Marathon's referral team will conduct same or next-day outreach and work with the Patient to select a referral provider, share records and schedule appointments. Marathon will provide reporting to Client regarding referral volume, loop closure rate, procedure cost saving estimates and specialty visit quality scores.
Specialty Care Consultation	Marathon's Care Providers will have access to virtual consultations with third-party medical specialists for consultation on conditions where the opinion of a specialized medical provider is clinically appropriate. If appropriate, the Care Providers will work with the specialists to create care plans guided by the specialist medical consultants.
Patient Support Call Center	Centralized patient support call center for Patient appointment scheduling, responding to questions, incentive information, service escalations, and other patient support during regular Health Center operating hours.

Lab & Pharmacy	Description
Immunizations	Immunizations including: influenza, Tdap, Hep A (pediatrics & adult), Hep B, pneumonia, Meningococcal conjugate/Men-ACWY, HPV-9 (age 12+), recombinant zoster vaccine (age 50+), COVID-19 vaccines.
Injections	Injections ordered by a Care Provider during a patient visit from Marathon's standard set can be administered in the Health Center. The Health Center may also order long-acting reversible contraceptives such as IUDs and implants as needed.

Labs (External and Internal Orders)	<p>Care Providers may order and conduct lab draws for labs on Marathon's approved formulary, which consists of over 200 approved labs.</p> <p>Care Providers can also conduct lab draws at the Health Center for labs ordered by external providers. The labs must be on the Marathon formulary list and can only be performed with the consent of the Patient. Marathon will ONLY perform the service as a collection site and will not give the Patient results or additional information. Results and additional information must be provided by the external provider requesting the labs. After a Patient receives results and additional information concerning the labs from the external provider requesting the labs, Patients may schedule follow up care with Marathon Care Providers to the extent medically appropriate. Marathon will keep a copy of the lab results in the Patient's health record for any future reference.</p>
Medication Dispensing	Where legally permitted, Marathon will stock a formulary of commonly prescribed generic medications, which Care Providers may dispense to Patients on-site. Marathon and Client may mutually agree to stock non-standard medications at the Health Center.

Optional Lab & Pharmacy	Description
Administration of Allergy Shots 16+	Available for ages 16+.

Integrated Wellness	Description
Self-Assessment Tools	Access to a Health Risk Assessment (HRA) as well as other tools made available via the online portal. Patients can log into the portal to complete the HRA and receive a health summary which is then pushed to Marathon's electronic health records system. Client can choose to turn the HRA on or off depending on their needs.
Health Programs	Various health programs (e.g. educational sessions, multi-session courses, lunch and learns, and/or webinars) will be made available either on-demand via the Member portal or as a live virtual event.
Annual Biometric Screening Events – Outside Health Center	At the request of Client and/or a Joinder Group and for an additional cost, Marathon will arrange for mass biometric screening events for Members designated as "Local" to Health Centers. A minimum of 50 participants per event is required. If applicable, Marathon will contract and help coordinate these events with a third party vendor to provide these services at a suitable location specified by Client and/or the Joinder Group. If Client or Joinder Group conducts their screening events at the Health Center during normal Center hours using Health

	Center staff, no additional costs will be charged for staff. Other fees for supplies, travel, etc. may apply. Terms to be mutually agreed in a service order.
Flu Shot Events	At the request of Client and/or a Joinder Group and for an additional cost, Marathon will arrange for mass flu shot events for Members designated as “Local” to Health Centers. A minimum of 50 participants per event is required. If applicable, Marathon will contract and help coordinate these events with a third party vendor to provide these services at a suitable location specified by Client and/or the Joinder Group. Terms to be mutually agreed in a service order.

Condition Management	Description
Condition Management 12+	Treatment of adults and children 12+ for chronic disease management inclusive of diagnosis, periodic evaluation, ongoing management and coaching, lifestyle management/education, prescription medications and laboratory monitoring.
Diabetes Durable Medical Equipment	Durable medical equipment used for diabetic patients (strips, lancets and meters) kept in stock and provided at the Health Center.

Incentive Programs	Description
Incentive Program Management	Marathon will administer Client’s incentive program at Client’s and/or the Joinder Group’s request. Marathon allows Clients to tailor incentive programs based on standard packages. Incentive programming and available functionality may be adjusted annually by Marathon based on the number of Members eligible to participate in Client’s incentive programs. Based on the total estimated number of Members between the Client and the Joinder Groups, Client and Joinder Groups are currently eligible for Marathon’s silver package of incentive functionality. Upon contract execution, Client and Marathon will enter an annual Statement of Work detailing the elements of the incentive program administered by Marathon. The Statement of Work will be reviewed and affirmed before each subsequent incentive program year starts.

II. Support Services:

Marathon will provide the following administrative and information technology services in support of the Health Services to be provided under this Agreement:

Ignite Technology Platform	Description
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Health Engagement System Technology Platform	<ul style="list-style-type: none"> • Marathon patient portal and mobile application that include self-service scheduling and online appointment management, secure messaging with a patient's care team, electronic medication refill requests, access to a personalized health record (PHR), risk profile, wellness logs, and incentive management. • Ability to conduct acute care and health coaching (if applicable) telephonically and over video interface, accessible from the patient portal and mobile application (subject to applicable state laws) • Electronic Health Record • Ability to import encounter data from carrier to provide historical patient encounter information • Integrated technologies supporting patient education and clinical workflow (e.g., clinical decision support, medication dispensing)
Medical Claims Submission	For Client, Marathon will submit available claims experience to one (1) Claims Processor for up to four (4) health plans through its electronic health record system in Marathon's standard submission format, subject to provision of required data elements (e.g. eligibility by plan and unique patient identifier). For Joinder Groups, Marathon will submit available claims experience to one (1) Claims Processor for up to one (1) health plan through its electronic health record system in Marathon's standard submission format, subject to provision of required data elements (e.g. eligibility by plan and unique patient identifier). Additional costs may apply for custom submissions or submission to additional Claims Processors or to additional health plans.
Client Reporting Dashboard	Marathon will grant a revocable license to up to three (3) users designated by Client and/or Joinder Group to access Marathon's reporting dashboard. The reporting dashboard allows users to view, interact with and analyze Client and/or Joinder Group data.

Account Management and Advisory Services	Description
One Point of Contact	As assigned account manager provides one point of contact for triaging issues that may be handled by Marathon's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.
Reports	Marathon will deliver the reports described in Exhibit E. In addition, the account manager will conduct monthly reviews with Client and/or Joinder Group to discuss the data presented in the reports.
Annual Reviews	The account manager will provide annual reviews of the Health Services, incorporating Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.

Engagement Planning	The account manager will work with the Client and/or Joinder Group to develop an annual engagement plan for the promotion of the Health Services.
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EXHIBIT A-1
LiveBetter by Marathon Health™
(mental health care)

Marathon offers mental health care designed for patients ages 12 and older through its LiveBetter services. LiveBetter offers a comprehensive suite of psychotherapy services that are integrated with the primary care team, aimed at addressing a wide spectrum of mental health challenges, including:

- Psychotherapy and counseling – providing support for individuals with mild to moderate depression, anxiety and mood disorders, general stress management, post-traumatic stress, disordered eating, grief counseling and intervention for mild substance abuse
- Family and couples therapy
- Wellness and mental health promotion
- Crisis intervention

Delivery Modalities

If elected in writing by Client and/or a Joinder Group, LiveBetter services will be delivered through Marathon's virtual care platform (LiveBetter Virtual).

Provider Qualifications

Marathon's mental health care team comprises highly skilled Masters and Doctoral level clinicians who are licensed and equipped to evaluate, diagnose, and provide therapeutic interventions for challenges such as addiction and mental illness. The team does not prescribe medication and will refer patients to Marathon's primary care team for any medication-related discussions.

Availability

Marathon's LiveBetter services are not designed to include after-hours or emergency mental health support.

If elected, LiveBetter Virtual services are available Monday through Friday, 8am to 5pm in all U.S. time zones.

LiveBetter Fee

If Client or a Joinder Group elects to receive LiveBetter services, the Client and/or Joinder Group shall pay Marathon a \$3.50 per month per each Member (the "LiveBetter Fee"). The LiveBetter Fee shall be invoiced in accordance with Article VI and Exhibit D.

EXHIBIT B
Staffing; Availability

- I. Madison Heights, MI.** Commencing on or about one hundred twenty (120) days following the Effective Date (“Start Date”) and continuing through the end of the Term, Marathon shall provide the Health Services at Madison Heights, MI to Patients identified as “Local” in the Eligibility File.

- (A) Marathon will provide the Health Services for 40 hours per week, with the weekly operating schedule to be mutually agreed upon by the Parties.

In addition to in-person care, Patients located within the state where this Health Center is located will have the option to schedule appointments for virtual care services via Marathon’s patient portal or by contacting the Health Center. Appointments for virtual care are subject to Care Provider availability during Health Center hours.

- (B) As of the Start Date, the initial staffing of the Health Center will be:

Staffing*	FTE
Nurse Practitioners/Physician Assistants	1.0
Medical Assistants**	1.0

*The Marathon staffing model also assumes that each mid-level practitioner will have a Collaborating Physician who provides medical supervision, consultation, chart review, and quality assurance activities in accordance with state law.

**Upon the mutual written agreement of the Parties, the Medical Assistant position may be filled in whole or in part by a Registered Nurse. Client expressly acknowledges the Annual Fee set forth on Exhibit D have been determined based on Marathon’s commercially reasonable estimate of wages required to recruit a 1.0 FTE Medical Assistant and 1.0 FTE Nurse Practitioner/Physician Assistant for the Health Center. In the event the Health Center is staffed with any staffing makeup other than with a 1.0 FTE Medical Assistant and 1.0 FTE Nurse Practitioner/Physician Assistant, the Annual Fee shall be modified accordingly, and Client shall be responsible for any such change in the Annual Fee.

II. Additional Terms.

- (A) The above Start Date assumes a production-ready Eligibility File is delivered to Marathon in accordance with the time frames specified in Section 6.6 above. Marathon reserves the right to reasonably delay the Start Date to allow sufficient time for implementation if the foregoing conditions are not satisfied.

- (B) Each Health Center shall be closed for Marathon’s company-wide holidays. Marathon currently observes the following eight (8) holidays: New Year’s Day; Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. If any of these holidays falls on a Saturday, the Health Center will be closed on the preceding Friday, and if they fall on a Sunday, the Health Center will be closed on the following Monday. In the event Client wishes the Health Center to remain open during one of these holidays, additional charges will apply.

- (C) Each Health Center may be closed for up to five days per year to allow for professional development days.
- (D) Marathon shall provide temporary staff coverage only for primary care provider absences (MDs, PAs and NPs) for normal vacation time when Patient care cannot be covered by other Care Providers at the Health Center or virtually. Appointment schedules for other Care Providers will be adjusted to accommodate their absences for normal vacation time.
- (E) In the event of an unexpected Care Provider absence (e.g., sickness or personal emergency), the Health Center shall remain open and services shall continue, to the extent possible, by other qualified providers, either in in-person or virtually. Up to five (5) days of such unexpected absences that result in no primary care services being available to the Patients either in-person or virtually shall be allowed per year, per Health Center. If primary care services are unavailable in-person or virtually for more than five (5) days per year through any Health Center, then as Client's sole and exclusive remedy for such lack of availability, Marathon will provide a fee credit commensurate with the number of days (greater than 5) that primary care services are unavailable.

EXHIBIT C

Implementation Services

Commencing on the Effective Date and continuing through the Start Date(s) indicated in Exhibit B (the “Implementation Period”), Marathon shall provide the following Implementation Services to Client:

Standard Implementation Package	Deliverables (exact media to be determined)
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all Marathon and Client implementation team members to provide the foundation and expectations for the implementation process.
Recruitment of Clinical Team	Marathon is responsible for recruiting all Care Provider positions.
Clinical Coverage Plan	Marathon will establish and provide a coverage plan for clinical staff absences.
Clinical Training	Marathon will provide initial implementation training for all Care Providers during onboarding and onsite at the Health Center during the go-live week.
Communication Services	Marathon will provide its standard set of outreach and marketing collateral promoting the Health Services prior to launch of services.
Information Systems:	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers, phones and iPads.
-IT Set Up	Marathon to provide IT staff for set up for up to 2 days at the Health Center prior to scheduled go live date.
Project Management	
-Project Manager Client site visits	Marathon’s implementation teammates will provide up to 3 onsite visits during the implementation process.
-Bi-weekly Implementation Calls	Marathon will conduct bi-weekly implementation calls with the implementation team/Client project manager during implementation process.
Health Center Set Up	
-Decor	As the Client manages an existing Health Center, Marathon will only provide branded decor throughout Health Center as needed.
-Medical Furniture	As the Client manages an existing Health Center, Marathon will only provide exam table(s) and rolling workstation(s) for two exam

	rooms, phlebotomy chair and medical stool(s) as needed.
-Supplies & Maintenance	As the Client manages an existing Health Center, Marathon will only provide office and medical supplies (excluding prescribed medications and vaccines) as needed, at its expense. Marathon will also provide medical waste management.
(Optional) Occupational Health Equipment	<ul style="list-style-type: none"> • Audiometer (OSHA) • Hearing Booth (OSHA testing) • Pulmonary function test equipment • Titmus vision screener • Breath alcohol test equipment (DOT) • Breath alcohol test equipment (non-DOT)
(Optional) Physical Therapy Equipment	<ul style="list-style-type: none"> • PT table • PT basic equipment

EXHIBIT D

Fees and Payment Schedule

I. Summary of Fees

In consideration of the Marathon Services, Client and Joinder Groups will pay the fees summarized below, subject to the additional terms and conditions set forth in this Exhibit.

(i) Implementation Fee

The estimated Implementation Fee is \$105,000. As mutually agreed by the Parties, the estimated Implementation Fee may decrease or increase based on required replacement of equipment, supplies, etc. that are already in Client's possession. Prior to the Start Date, Marathon and Client will meet and confer to finalize the Implementation Fee after the Parties have had an opportunity to evaluate the equipment, supplies, etc. that are already in Client's possession. The final Implementation Fee shall be calculated based on Marathon's pass-through costs for implementation.

Client and Joinder Groups shall each pay for a percentage of the final Implementation Fee. The amount paid by Client and Joinder Groups shall be calculated using the Fee Share Percentage attributed to Client and Joinder Groups in Fee Table 2 below.

(ii) Recurring Service Fees

The Recurring Service Fees payable under this Agreement shall be as follows:

	Year 1		Year 2		Year 3		Year 4		Year 5	
	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee
Health Center Fees	\$54,449	\$653,389	\$56,491	\$677,891	\$58,609	\$703,312	\$60,954	\$731,444	\$63,392	\$760,702

The table set forth above shall be referred to herein as "Fee Table 1".

II. Terms and Conditions

(i) Implementation Fee: The implementation fee set forth above (the "Implementation Fee") is payable for the Implementation Services described in Exhibit C. The Implementation Fee will be invoiced to Client and Joinder Groups on or after the Effective Date and will be payable in accordance with the terms of Section 4.1.

(ii) Annual Fee:

a. Marathon will provide the Health Services as detailed on Exhibit A at the Health Center for the base annual fee set forth in Fee Table 1 (the "Annual Fee").

- b. The Annual Fee is payable in the monthly installments set forth in Fee Table 1 (the “Monthly Fee”) and will be billed for each calendar month that the Health Services are available, with the first month’s payment pro-rated if the Start Date occurs after the first day of the month. The Annual Fee is payable in accordance with the terms of Section 4.1.
- c. Client and Joinder Groups shall each pay for a percentage of the Recurring Service Fees as set forth in Fee Table 2, and Marathon shall invoice Client and each Joinder Group for a percentage of the Monthly Fee. As of the Start Date, the Recurring Service Fees invoiced to Client and each Joinder Group shall be as follows:

	Fee Share %	Year 1		Year 2		Year 3		Year 4		Year 5	
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Ferndale	15%	\$8,122	\$97,459	\$8,426	\$101,114	\$8,742	\$104,906	\$9,092	\$109,102	\$9,456	\$113,466
Madison Heights	20%	\$10,867	\$130,403	\$11,274	\$135,293	\$11,697	\$140,367	\$12,165	\$145,982	\$12,652	\$151,821
Royal Oak	42%	\$22,792	\$273,504	\$23,647	\$283,760	\$24,533	\$294,401	\$25,515	\$306,177	\$26,535	\$318,424
Hazel Park	10%	\$5,376	\$64,515	\$5,578	\$66,935	\$5,787	\$69,445	\$6,019	\$72,222	\$6,259	\$75,111
Oak Park	13%	\$7,292	\$87,507	\$7,566	\$90,789	\$7,849	\$94,194	\$8,163	\$97,961	\$8,490	\$101,880
Total	100%	\$54,449	\$653,389	\$56,491	\$677,891	\$58,609	\$703,312	\$60,954	\$731,444	\$63,392	\$760,702

The table set forth above shall be referred to herein as “Fee Table 2”.

Upon a “Triggering Event”, the Parties agree Marathon shall have the authority to unilaterally, and need not seek Client’s or Joinder Groups’ consent, recalculate and redistribute the Fee Share Percentage, Monthly Fee, and Annual Fee upon the happening of said Triggering Event. The Fee Share Percentage shall equal the number of Members on the Client’s or a Joinder Group’s Eligibility File as of the last month prior to the Triggering Event divided by the sum of the total number of Members with access to the Health Services as listed on the Eligibility File as of either (1) the effective date of the termination or addition of a Joinder Group or (2) the last month prior to the Anniversary Date. The new Monthly Fee and Annual Fee assigned to Client and Joinder Groups will equal the product of (i) the total Monthly Fee and Annual Fee as set forth in Fee Table 1; and (ii) the Client’s and respective Joinder Groups’ Fee Share Percentage.

- d. The Annual Fees set forth above have been determined based on Marathon’s commercially reasonable estimate of wages required to recruit qualified Care Providers in connection with the timely opening of the Health Center(s). If Marathon is required to offer wages that are greater than 10% of its commercially reasonable estimate in order to attract qualified candidates,

Marathon will notify Client, and Marathon and Client negotiate in good faith to amend this Agreement to provide for an increase to the Annual Fee reflecting Marathon's increased wage and benefit costs.

- (iii) Fees for Optional Additional Services. Unless otherwise indicated in the applicable Optional Additional Service exhibit, the Optional Additional Services are included in the Annual Fee set forth above. Optional Additional Services may be subject to separate charges for equipment, supplies and third-party vendor services; any such charges are described in the Exhibit describing the Optional Additional Service.
- (iv) Incentive Management Fee. Marathon's standard incentive management services are included in the Annual Fee for up to 110% of the Member population shown on the initial Eligibility File. Incentive management services may be subject to additional charges if the Member population shown on the first Eligibility File provided to Marathon increases by more than 10%. Marathon's standard incentive management services do not include the verification and processing of forms evidencing preventive or wellness visits by third-party providers; if elected by Client and/or Joinder Group, this service is subject to an additional charge.
- (v) Timing of Invoicing. Marathon will submit its initial invoice on or after the Start Date, with such invoice to include fees payable beginning on the Start Date through the first full month to occur after the Start Date. The Monthly Fee for any part-month during which Marathon provides the Health Services will be pro-rated. Thereafter, Marathon will invoice monthly.
- (vi) Scheduled Annual Fee Adjustment. On each Anniversary Date (or, if there are multiple Start Dates, the Anniversary Date of the earliest Start Date), the Recurring Service Fees set forth above shall automatically increase by the following percentages over the then-current fees: 3.75% in Year 2, 3.75% in Year 3, 4% in Year 4, 4% in Year 5, and 4% in any Renewal Term(s). Upon the written request of a majority of Client and Joinder Groups, the Marathon will reevaluate the scheduled annual fee adjustment set forth in this provision. Client shall submit a written request for reevaluation at least ninety (90) days prior to the Anniversary Date.
- (vii) Laboratory and Pharmaceutical Charges. Laboratory and pharmaceutical charges are not included in the Annual Fee and will be invoiced to Client and Joinder Groups at Marathon's cost.
- (viii) Travel. If Client requests visits or screenings outside of the Health Center, travel costs for Health Center staff and health screeners to visit Patients outside of the Health Center will be invoiced separately. Any such travel must be pre-approved by Client and/or the Joinder Group and costs will be permitted only in accordance with Marathon's travel policy.
- (ix) Postage. All postage for Member communications will be invoiced to Client and/or Joinder Group at cost.



- (x) Other Fees; Custom Services. Marathon's monthly invoices will include charges for any mutually agreed professional services outside of Marathon's standard scope, including any service enhancements or Client or Joinder Group special requests.

III. PERFORMANCE GUARANTEES

Subject to satisfaction of the client requirements set forth in Exhibit D-1, up to ten percent (10%) of the aggregate Recurring Service Fees remitted ("At-Risk Amount") for each 12-month period ending on each Anniversary Date are at risk and subject to Marathon's performance guarantees. In the event additional Joinder Groups join the Agreement after the Start Date or a Joinder terminates following the Start Date, then the Parties agree to amend this Agreement to memorialize revised performance guarantees.

EXHIBIT D-1

Performance Guarantees

At-Risk Amount. Marathon provides performance guarantees based on achievement of key performance metrics covering the optimization of healthcare delivery and overall health of a population. Subject to Client's and each Joinder Groups' satisfaction of the client requirements set forth in this Exhibit D-1, up to ten percent (10%) of the total aggregate Annual Fees remitted ("At-Risk Amount") for each 12-month period preceding the first through fifth Anniversary Dates, for a total of five years ("Year 1", "Year 2", "Year 3", "Year 4", and "Year 5" respectively, or each, a "Year") will be "at-risk".

If a performance metric is not met, Marathon will issue an invoice credit up to the At-Risk Amount to Client and Joinder Groups, allocated as indicated in the table below for each year. Any invoice credit to Client and Joinder Groups will be divided and distributed based on the Fee Share Percentage and Aggregate Annual Fees remitted by the individual Client and Joinder Groups in the applicable Year. By way of example, if Client remits 15% of the Annual Fee in a Year, then Client would receive 15% of the total applicable invoice credit for the applicable At-Risk Amount for that Year.

	At-Risk Amount - Percentage of Annual Fee				
	Year 1	Year 2	Year 3	Year 4	Year 5
Member Engagement	5.00%	3.3%	3.3%	3.3%	3.3%
Patient Satisfaction	5.00%	3.4%	3.4%	3.4%	3.4%
Clinical Quality		3.3%	3.3%	3.3%	3.3%
Total At-Risk	10%	10%	10%	10%	10%

MEMBER ENGAGEMENT

Marathon's Performance

Following each of Year 1, Year 2, Year 3, Year 4, and Year 5 Marathon will calculate the Member Engagement targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement ¹	Target
Utilization	Unique eligible Members ages 18+ that have used any of the following services in person or via telephonic or virtual means: visit with a medical assistant, nurse,	Numerator: Unique eligible Members ages 18+ with any visit type during the applicable 18-month period	Year 1: 25% Year 2: 28% Year 3: 31% Year 4: 32.5%

	health coach (RD, CDE, RN) (“Health Coach”) or provider (physician, advanced practitioner, physical therapist, behavioral health specialist) (“Provider”).	Denominator: Unique eligible Members ages 18+ with at least 6 months eligibility during the applicable 18-month period and eligible at the end of such period	Year 5: 34%
Provider Engagement	Unique eligible Members ages 18+ that have an appointment with a Health Coach or Provider in person or via telephonic or virtual means (“Appointment”).	Numerator: Unique eligible Members ages 18+ having an Appointment (excluding occupational health visits) Denominator: Unique eligible Members with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period	Year 1: 20% Year 2: 22% Year 3: 25% Year 4: 26% Year 5: 27%

¹ Year 1 metrics are calculated based on a 12 month look-back period instead of 18-months.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Member Engagement is 5% of the Annual Fee in Year 1 and 3.3% of the Annual Fee in Year 2, Year 3, Year 4, and Year 5. Client will receive a credit equal to 2.5% of the Annual Fee (i.e., one-half of the At-Risk Amount) for each Member Engagement target it does not achieve in Year 1, and 1.65% of the Annual Fee for each Member Engagement Target it does not achieve in Year 2, Year 3, Year 4, and Year 5.

PATIENT SATISFACTION

Marathon’s Performance

Following each of Year 1, Year 2, Year 3, Year 4, and Year 5 Marathon will calculate the Patient Satisfaction targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement ¹	Target
Net Promoter Score (NPS)	Survey respondents on a scale of 0-10 answering the question – how likely is it that you would recommend Marathon Health to your friends, family or business associates	NPS calculation – minimum sample size of 50 responses	70
Repeat Patient Utilization Rate	Repeat Patient Utilization	Numerator: Unique eligible Patients ages 18+ who had at least two instances of Utilization during the preceding 18-month period	50%

		Denominator: Unique eligible Patients ages 18+ who had at least one instance of Utilization, with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period	
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¹ Year 1 metrics are calculated based on a 12 month look-back period instead of 18-months.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Patient Satisfaction is 5% of the Annual Fee in Year 1 and 3.4% of the Annual Fee in Year 2, Year 3, Year 4, and Year 5. Client will receive a credit equal to 2.5% of the Annual Fee (i.e., one-half of the At-Risk Amount) for each Member Engagement target it does not achieve in Year 1, and 1.7% of the Annual Fee for each Patient Satisfaction target it does not achieve in Year 2, Year 3, Year 4, and Year 5.

CLINICAL QUALITY

Marathon's Performance

Following Year 1, Year 2, Year 3, Year 4, and Year 5, Marathon will calculate the measurements indicated in the table below for Patients with at least 6 months of eligibility during the applicable calendar year who have had at least one preventive provider visit during such period (note exception for mental health screening which requires a physical or comprehensive health review). Measurements in Year 1 will be used to establish the clinical baseline upon which targets in Year 2, 3, 4, or 5 will be determined. Year 2, Year 3, Year 4, and Year 5 performance will be measured as percentage annual improvements for non-compliant Patients over the preceding year's results. Notwithstanding the foregoing, Marathon will be deemed in compliance with a performance target if it meets the HEDIS 80th percentile for compliance or, where no HEDIS benchmark applies, Marathon will satisfy the performance target if it attains the benchmark indicated in the table below.

The minimum sample size for inclusion of a metric is 50 Patients.

Category	Guidelines	Class	Measurement	Target Years 2-3
Cancer	Breast Cancer Screening (Mammogram)	Adult Preventive Care Guidelines	Measure identifies women 50 through 74 years of age during the reporting period who had a mammogram to screen for breast	5% year over year improvement, up to HEDIS 80 th percentile

			cancer within the past 24 months, with a 3 month grace period	
	Cervical Cancer Screening 21-64	Adult Preventive Care Guidelines	Measure identifies female Patients 21 through 64 years of age who have had a cervical cancer screening – look-back period varies with test type	5% year over year improvement, up to HEDIS 80 th percentile
	Colorectal Cancer Screening	Adult Preventive Care Guidelines	Measure identifies Patients 45 through 75 years of age who received a colorectal cancer screening – look-back period varies with test type	5% year over year improvement, up to HEDIS 80 th percentile
Circulatory	Controlling High Blood Pressure	Hypertension Guidelines	Assesses adults 18-85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90 mm Hg).	5% year over year improvement, up to HEDIS 80 th percentile
Mental Health	Depression in Adults: Screening and Follow-up	Adult Preventive Care Guidelines	Measure identifies Patients 12 years of age and older who have been screened for clinical depression using a standardized depression screening tool, and if positive, a follow-up plan is documented. Only Patients with an annual physical or comprehensive health review are included in this metric.	5% year over year improvement, up to HEDIS 80 th percentile
Diabetes	BP Control in Diabetes (140/90)	Diabetes Guidelines	Measure identifies Patients 18 years of age or older with diabetes whose most recent blood pressure is less than 140/90	5% year over year improvement, up to HEDIS 80 th percentile

	HbA1c Screening	Diabetes Guidelines	Measure identifies Patients 18 years of age and older with diabetes who have had a hemoglobin A1C screening in the past 12 months.	5% year over year improvement, up to HEDIS 80 th percentile
	HbA1c Control <8%	Diabetes Guidelines	Measure identifies Patients 18 years of age or older with diabetes whose most recent hemoglobin A1c value is less than 8%	5% year over year improvement, up to HEDIS 80 th percentile
	Lipid Profile Screening in Diabetes	Diabetes Guidelines	Measure identifies Patients satisfying any of the following criteria: <ul style="list-style-type: none"> • Patients 18 years of age and older with diabetes who had a active statin medication with lipid profile lab result in the past 12 months • Patients 18 to 40 years of age with diabetes who had a lipid profile lab result in the past 5 years • Patients 41 years and older of age and older with diabetes who had a lipid profile lab result anytime in the history 	5% year over year improvement, up to HEDIS 80 th percentile
Tobacco Cessation	Tobacco Cessation Counseling	Adult Preventive Care Guidelines	Measure identifies Patients 18 years of age or older who are identified as current tobacco users and received tobacco cessation counseling or therapy	5% year over year improvement, up to HEDIS 80 th percentile



The Healthcare Effectiveness Data and Information Set (HEDIS®) is a registered trademark of NCQA.

Marathon may update guidelines within the clinical areas above to remain current with evolving care standards.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Clinical Quality is 3.3% of the Annual Fee. Client will receive a credit equal to 0.3% of the Annual Fee (i.e., 1/11th of the At-Risk Amount) for each Clinical Quality target it does not achieve in each of Year 2, Year 3, Year 4, and Year 5.

In the event one or more metrics are not calculated due to insufficient sample size, the At-Risk Amount will be divided by the remaining number of metrics to determine the amount creditable to Client in the event the target is not achieved (e.g., if only 9 metrics are calculated, Client will receive a credit of 1/9th of the At-Risk Amount for each target not achieved, which equates to 0.3667% of the Annual Fee.)

CLIENT REQUIREMENTS

Notwithstanding the above, if the following requirements are not met during a given year, then no fee credit will be due to the Client or any Joinder Groups for such year. Client and each Joinder Group must meet the following requirements for any party to be eligible for a fee credit for such year.

1. To be eligible for any Performance Guarantee:
 - a. Client and Joinder Groups must utilize Marathon branded or co-branded material in the development and execution of Member communications, to the extent provided by Marathon. Client and Joinder Groups will adopt Marathon's outreach and communications strategies to support Member engagement at launch and throughout the Term.
 - b. Client and Joinder Groups must provide Marathon Health with eligibility files as outlined in Section 6.6. Client and Joinder Groups must provide at least one of the following for at least 90% of employee population: home mailing address, email address, or phone number.
2. To be eligible for the Member Engagement and Clinical Quality performance guarantees, a minimum of 40% of the eligible employee population must participate in a biometric screening or obtain an annual physical from a Marathon Care Provider during each contract year. If an outside vendor is utilized for biometric screening, Client and Joinder Groups will ensure that the patient data is provided to Marathon. A minimum of 40% of the eligible employee population must also register with the Marathon member portal within each contract year.

3. To be eligible for the Member Engagement and Patient Satisfaction guarantees, if Client or Joinder Groups require high Health Center fees (>\$50 per visit), limits employee access to the Health Center during work hours, locates the Health Center in a difficult to access location, or has other significant restrictions on Health Center use, then a minimum of 50% of the eligible employee population must have at least one provider visit in the Health Center during each contract year.
4. To be eligible for the Clinical Quality guarantee, the medical claims, pharmacy claims and membership data referred to in Section 6.6 and Section 6.7 of the Agreement must be received as scheduled, as well as for the 24 months prior to the Start Date.

EXHIBIT E

Reports

1. Periodic Reporting

The periodic reports described below will be provided by Marathon and are included in the cost of services. All reports will include aggregated, de-identified data in compliance with applicable state and federal privacy laws. To the extent required by such laws, the content of certain reports may be limited, as determined by Marathon. In addition, certain Client-level data may not be provided by Marathon if the number of individuals enrolled increases the risk of individual identification of patients.

a. Monthly and/or Quarterly Reports

- Monthly and/or Quarterly reports detailing the following:
 - Engagement Trends demonstrating engagement over time and compared to prior period including usage by member type, location, risk level, service type, in-person vs. virtual, etc.
 - Health Center Utilization
 - Appointment detail report demonstrating the number of visits, type of visits and length of visits
 - Lab utilization report demonstrating the type, number and cost of laboratory services provided in the Health Center
 - Drug and immunization utilization report demonstrating the type, number and cost of drugs dispensed at the Health Center
 - Operational stats such as unfulfilled care rate, no-shows, volume by day and hour
- Biometric and Condition Risk Stratification and improvement in biometric results
- Member Satisfaction and Comments including NPS, wait-time, quality etc.

b. Annual Reports

- Annualized view of monthly reporting
- Performance guarantee reconciliation (annual or as applicable)
- Health improvement including reporting on clinical quality measures to demonstrate clinical marker movement across key areas of healthcare
- Top lab visit types and volume

2. Additional Reporting

From time to time, Marathon may include certain additional reporting on return on investment or benchmarking reports in its standard reporting package. Availability of such reports depends on Client's provision of medical and pharmacy claims data not subject to restrictions on use in benchmarking or other comparative purposes.

3. Data Extracts

Upon Client request and subject to the execution of data sharing agreement by Client's vendor, Marathon will provide its standard extract file (which includes, but is not limited to, Demographics,



Biometrics, Appointments, Diagnosis, Drugs, Labs, Lab Results and Incentives) to one (1) third-party vendor designated by Client. Client will encourage its third party vendor to use Marathon's form of data sharing agreement to facilitate timely implementation of this request. Marathon's standard extracts are available on a monthly basis in a generally accepted format to allow for the integration with claims data.

4. Custom Reporting

Marathon will provide additional customized reports if requested by Client and agreed upon by Marathon. Custom reporting requests are subject to an additional charge based on Marathon's standard rates for professional services.

EXHIBIT F
Marathon Emergency Response Care Policy

A Medical Emergency Taking Place Outside the Health Center

If the Health Center or its Care Providers are contacted about a medical emergency that is taking place outside the health center, then the Care Providers should respond as follows:

- Step 1. Confirm that 911 has been called by Client.
- Step 2. Confirm that Client-designated first responders, if any, have been notified.

It is the Care Provider's decision to make whether they respond to the scene of the medical emergency as a Good Samaritan to assist any first responders until an ambulance and/or paramedics arrive.

Inside the Health Center

If a Patient appears at the Health Center with symptoms that are best evaluated in an emergency room (for example, chest pain or difficulty breathing, seizures, weakness/numbness on one side, slurred speech, fainting/change in mental state, serious burns, head or eye injury, concussions/confusion, etc.), then Care Providers should immediately call 911 and provide Basic Life Support ("BLS") as appropriate until an ambulance and/or paramedics arrive.

Health Center Care Providers may need to triage emergent situations that develop during a Patient visit. If a medical emergency evolves, then Health Center providers are expected to call 911 and provide BLS as appropriate until an ambulance and/or paramedics arrive.

EXHIBIT G
Form of Joinder to Health Services Agreement

THIS JOINDER TO HEALTH SERVICES AGREEMENT (this “Joinder”) is made and entered into as of the date last signed below (the “Joinder Effective Date”) by and among City of Madison Heights, MI (“Client”), with its principal place of business located at 300 West Thirteen Mile Road, Madison Heights, MI 48071; _____ (“Joinder Group”), with its principal place of business located at _____; and Marathon Health, LLC (“Marathon”), a Delaware limited liability company with its principal place of business located at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Client, Joinder Group, and Marathon may each be referred to in this Joinder as a “Party” and, collectively, as the “Parties”.

WHEREAS, Client and Marathon executed a Health Services Agreement dated _____ (the “Agreement”) whereby Marathon agreed to provide the preventive, wellness, disease management, health consultation, occupational health and/or primary care services to Client and participating Joinder Groups; and

WHEREAS, Joinder Group desires to furnish to its employees and their spouses/dependents certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, Marathon wishes to provide such services to Joinder Group in accordance with the terms of this Agreement;

WHEREAS, Joinder Group agrees to join in, and be bound by, the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client, Joinder Group, and Marathon hereby agree as follows:

ARTICLE I
Definitions

- 1.1 Capitalized terms not defined in this Joinder shall have the meanings ascribed to them in the Agreement.

ARTICLE II
Terms and Conditions

- 2.1 Incorporation of Agreement Terms. Without limiting the general applicability of the Agreement and all exhibits, amendments, statements of work and service orders executed in connection therewith, Joinder Group also specifically agrees to the terms of the following documents, incorporated by reference herein:

- (a) Exhibit A to the Agreement (Advanced Primary Care Services and Support Services)
- (b) [] If elected by Joinder Group, Exhibit A-1 to the Agreement (LiveBetter by Marathon Health)
- (c) Exhibit B to the Agreement (Staffing; Availability)



- (d) Exhibit D to the Agreement (Fees and Payment Schedule)
- (e) Exhibit D-1 to the Agreement (Performance Guarantees)
- (f) Exhibit E to the Agreement (Reports)
- (g) Exhibit F to the Agreement (Marathon Emergency Response Care Policy)

- 2.2 Health Services Start Date. Health Services shall commence for Joinder Group's Members on the Start Date.
- 2.3 Conditions. Joinder Group specifically acknowledges it must provide Marathon with eligibility and medical claims data (Article VI to the Agreement) and execute the Business Associate Addendum ("BAA") to the Agreement prior to the commencement of the Health Services.
- 2.4 Term. This Joinder shall be in effect commencing on the Joinder Effective Date and shall run concurrently with the Term of the Agreement as set forth in Article III of the Agreement. The Parties' rights to terminate the Joinder for cause are set forth in Article VII of the Agreement. Notwithstanding anything to the contrary, if the Agreement is terminated, this Joinder shall also terminate as of the effective date of the termination of the Agreement.
- 2.5 Fees. Joinder Group agrees to pay to Marathon the fees set forth in the Fees and Payment Schedule (Exhibit D to the Agreement). Joinder Group acknowledges, as of the Start Date, Joinder Group's Fee Share Percentage: ___. Payments to Marathon are due as set forth in Article IV of the Agreement. Notwithstanding anything to the contrary, the Parties acknowledge that Marathon may terminate this Joinder or refrain from providing the Health Services to Joinder Group if Joinder Group fails to make payments as set forth in the Agreement.
- 2.6 Contract Modifications. Joinder Group designates Client as its sole and exclusive agent for the purpose of negotiating with Marathon over changes in services, pricing, benefits provided, and/or other terms and conditions covered or to be covered by the Joinder and incorporated contract documents. Joinder Group shall be notified of contract modifications negotiated and executed by Client.

CLIENT

Signed: _____
Name: _____
Title: _____
Date: _____

MARATHON HEALTH, LLC

Signed: _____
Name: Chad Ashcraft
Title: Chief Growth Officer
Date: _____

JOINDER GROUP

Signed: _____
Name: _____
Title: _____
Date: _____

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "Addendum") is entered into by and between City of Madison Heights, MI ("Covered Entity"), with principal offices at 300 West Thirteen Mile Road, Madison Heights, MI 48071 and **MARATHON HEALTH, LLC**, on behalf of itself and its affiliates including Everside Health, LLC ("Business Associate"), with principal offices at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the Covered Entity and the Business Associate are parties to a separate agreement (the "Underlying Agreement") and have a business relationship which may involve the use or disclosure of Protected Health Information and Electronic Protected Health Information (collectively, "PHI"); and

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI in compliance the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, which include the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (the "Privacy Standards"); the Security Standards for the Protection of Electronic Protected Health Information (EPHI), 45 C.F.R. Parts 160 and 164 (the "Security Standards"); and the applicable privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) (the "HITECH Act") (collectively, the "HIPAA Regulations"); and

WHEREAS, the HIPAA Regulations require the Parties to enter into an agreement containing certain requirements with respect to the use and disclosure of PHI and which are contained in this Addendum;

NOW THEREFORE, in consideration of the mutual promises and other consideration contained herein and in the Underlying Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS.

- A. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Privacy Standards, Security Standards, HIPAA Regulations or the HITECH Act.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Addendum or as required by law.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any EPHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, as provided for in the Security Rule.

- C. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Notice is hereby given that Business Associate may, from time to time, experience unsuccessful security incidents that do not result in unauthorized access to or use of PHI and are associated with ordinary network traffic, including broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents. Covered Entity acknowledges that Business Associate has satisfied its obligation to provide notice of the above-described unsuccessful security incidents to Covered Entity.
- D. Following the discovery of a Breach of unsecured PHI, Business Associate shall notify the Covered Entity in writing of such Breach without unreasonable delay and in no event later than fifteen (15) calendar days after the discovery. Such notification shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate.
- E. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- F. Business Associate shall make available PHI in a designated record set to the Individual or the Individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- G. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- H. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Pursuant to this Addendum, Business Associate may use/disclose PHI obtained by Business Associate from Covered Entity as required under the Underlying Agreement, unless such use/disclosure violates the HIPAA Regulations or applicable state privacy laws in which case such use/disclosure is prohibited. Business Associate may, but is not required to, provide data aggregation services relating to the health care operations of the Covered Entity.

- B. Business Associate may use or disclose PHI as required by law.
- C. Business Associate agrees that uses and disclosures of PHI by Business Associate shall be consistent with the requirements of the Privacy Rule.
- D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- E. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- F. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514 for use as part of its proprietary database. Covered Entity also agrees that the terms of this Addendum restricting the use or disclosure of PHI shall not apply to the use or disclosure of De-Identified Information gathered or created by Business Associate, and that nothing in this Addendum shall impair the proprietary rights of Business Associate with respect to the foregoing database.

OBLIGATIONS OF COVERED ENTITY

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

REQUESTS BY COVERED ENTITY

- A. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI pursuant to the provisions of Section III.D. of this Addendum.

TERM AND TERMINATION

- A. This Addendum shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to



return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- B. Business Associate authorizes termination of this Addendum by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.

- A. Upon termination of this Addendum for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI.
 - 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section III.D. of this Addendum which applied prior to termination; and
 - 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- B. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

GENERAL PROVISIONS

- A. Regulatory References. A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended.
- B. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the HIPAA Regulations. Except to the extent pre-empted by federal law, this Addendum shall be governed by and construed in accordance with the laws of the State of Indiana, without application of principles of conflicts of laws.
- C. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Regulations and any other applicable law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]



IN WITNESS WHEREOF, the Parties enter into this Agreement, to become effective as of the later of the date set forth below.

COVERED ENTITY:

**BUSINESS ASSOCIATE:
MARATHON HEALTH, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____