



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the 2nd day of February, 2026, ("Effective Date") by and among Quad/Med, LLC, a Wisconsin limited liability company ("QuadMed"), and the following public entities, and each of them individually, on behalf of their affiliates, and as plan sponsor to their respective employee benefits plans, collectively referred to herein as "Client": (i) Sheboygan County, a Wisconsin governmental body; (ii) the City of Sheboygan, a Wisconsin municipal corporation; (iii) the Sheboygan Area School District, a Wisconsin public school district, and (iv) the Town of Sheboygan, Wisconsin. Each of the foregoing may be referred to individually by name or as a "Participating Entity" and collectively as the "Client" for purposes of this Agreement. QuadMed and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Client maintains governmental operations at facilities located in the state of Wisconsin; and

WHEREAS, QuadMed resources and manages health care operations and provides or procures the provision of health care and wellness services to eligible individuals as defined and directed by Client; and,

WHEREAS, Client desires to provide eligible individuals, as defined in this Agreement, with access to health and wellness centers and related services managed by QuadMed as mutually agreed by the Parties and set forth in this Agreement, as may be amended from time to time (the "Center(s)"); and

WHEREAS, Client desires to contract with QuadMed to provide the implementation and management services for the Center(s) and to provide and/or procure the primary care services and other specified health care and wellness and related program services for the Center(s) ("Services") as set forth in more detail in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the above recitals are hereby incorporated into this Agreement and the Parties agree as follows:

I. SERVICES

A. Statement of Work. One Health Center is currently contemplated for Client, which shall have a Statement of Work ("SOW") attached hereto as Schedule A. In the event additional Health Centers are added, each Center will have a separate SOW, which shall outline Services terms for each particular Center to be agreed upon by the Parties and shall be attached hereto as Schedule A-1, Schedule A-2, etc., collectively, Schedule A. The SOW will define the Center, for whom its use is intended, and any unique features of the applicable Center. Each SOW may be revised from time to time upon the mutual agreement of the Parties, as required by law, through an amendment to this agreement or change order in the form attached as Schedule B ("Change Order"). The Parties acknowledge and agree that changes to the scope of the Services performed at a Center will require corresponding review of and/or changes to the staffing and to the associated compensation. An SOW for a Center may require different terms in order to comply with applicable local, state, or federal law, and any such terms, whether based on Services or law changes,



will be mutually agreed upon in writing by the Parties and any other Parties, as applicable, prior to the commencement or continuation, as the case may be, of Services for or at a Center.

B. Health and Wellness Center Services. The scope of the Services to be provided at each Center are those health and wellness and related services mutually agreed between the Parties for each Center. The Services shall be subject at all times to applicable law and shall be limited by the licensure and qualifications of the providers or other staff, by the Equipment and the Supplies, and by the hours of operation and physical restrictions of the Center(s), as applicable. Services will be performed and/or managed by QuadMed, through the use of employed or contracted professional corporations, physicians or nurse practitioners or physician's assistants ("Provider(s)") and other clinical and operations staff.

C. Management Services for Center. QuadMed shall perform all management services in connection with the Center(s) and the health and wellness Services provided by QuadMed pursuant to this Agreement, including, without limitation, all administrative, clerical, and support staff functions, and all other necessary or appropriate services relating to the operation of the Center(s) ("Management Services"). Such Management Services may include, without limitation, the following:

1. **Hours of Operation; Scheduling.** The hours of operation will exclude the actual or observed major United States holidays, which at a minimum consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas, as well as holidays recognized by Client and communicated to QuadMed. The Services provided at each Center will be provided during the actual established hours mutually acceptable to Client and QuadMed as may be set forth in the applicable SOW for that Center or as otherwise agreed to between the Parties, for the total hours per week set forth in the Center SOW. Total hours per week and associated staffing and other changes may be amended from time to time by a Change Order. The time schedule for the performance of the Services at the Center(s) shall be determined from time to time after consultation with the Providers. The Parties acknowledge and agree that the time schedule for the performance of Services by the Providers at the Center(s) optimally should match the preferred time schedule reached by consensus among Client, QuadMed and Provider, as applicable. QuadMed shall use commercially reasonable good faith efforts to minimize Services interruptions during the times the Center is open. Unless mutually agreed to by the Parties in writing, QuadMed is not responsible for providing or arranging for after-hours coverage. QuadMed will provide the appointment scheduling mechanism for scheduled Services at the Center(s). If Providers cannot be sourced to provide Services at the Center(s) during such preferred time schedule, Client shall reasonably cooperate with QuadMed to determine alternate schedule hours for the Center Services. Participants and any sharer participants shall have access to the appointment slots in the time schedule at the Center(s) on a "first-come, first-served" basis.
2. **Center Policies and Procedures.** QuadMed will develop and implement, or will work with the Providers to develop and implement, policies and procedures relative to the operation and management of the Center(s) ("Center Policies").



3. **Other Services.** QuadMed shall furnish or arrange for all laundry, linens, stationery, forms, office supplies, postage, duplication services, printing services, janitorial services, routine medical waste disposal services, infectious medical waste disposal services, security and any services of a similar nature which are reasonably necessary and appropriate for the day to day operation of the Center(s) as mutually agreed to in the applicable SOW ("Ancillary Services"). Client may arrange to provide some Ancillary Services for the Center(s) subject to the prior written approval of QuadMed and as indicated in the Center SOW. Client agrees that the vendor of Client that will provide Ancillary Services for the Center(s) shall comply with any specifications and requirements as defined by QuadMed, including without limitation an agreement to protect personal health information and training on handling and disposal of waste generated by the Center(s).
4. **Marketing and Communication.** QuadMed will prepare standard marketing and advertising documentation as mutually agreed to by the Parties to be used in any marketing materials prepared for distribution to Client and/or the employees of Client to promote the Services provided at the Center(s) ("Marketing Materials"). QuadMed shall own and hold all right, title and interest, including, but not limited to all copyright, service mark and trademark rights, to any marketing materials or documents acquired, prepared, purchased or furnished by QuadMed and/or in connection with the Center(s), provided that QuadMed will not acquire ownership of any trade name or logo of Client. QuadMed shall not prepare any Marketing Materials or communications that will include information regarding relating to the structure of any Client employee health benefits plans, health savings accounts ("HSAs"), or coordination of benefits with other health benefits plans.
5. **Reports and Information.** From time to time, as permitted by applicable law, QuadMed may provide to the plan administrator responsible for managing the Client's employee benefits plan certain information or reports pertaining to the Center(s) relating to plan participants. QuadMed shall provide such reports and information outlined as mutually agreed to in writing ("Reports") subject to applicable law including without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"), the privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, its implementing regulations, as amended from time to time ("HITECH Act") ("Privacy Laws"). Any Report that is non-standard and require additional resources to produce shall be at an additional cost mutually agreed by the Parties, but in no event shall be less than that which is charged pursuant to industry standards. The Parties acknowledge and agree that when providing health care Services, QuadMed, the Providers, and other Center staff are performing such Services as a covered entity health care provider (as that term is defined by HIPAA). Client agrees to participate with QuadMed in the development of quantitative analyses to support the assessment of QuadMed's health care operations, including without limitation the quality and efficacy of care delivery and Services offerings in consultation with Client. Nothing in this Agreement shall be construed to require either Party to disclose any information in violation of HIPAA or to take any action in violation of any applicable federal or state laws or



regulations. Client agrees that it will not unreasonably reject any representation by QuadMed regarding compliance with applicable law and the standards herein.

6. **Bookkeeping and Accounting Services.** QuadMed shall provide the normal and customary bookkeeping, accounting, and financial services necessary or appropriate for the efficient and proper operation of the Center(s), including without limitation the accounts payable, accounts receivable and all billing for Services provided at the Center(s) ("Accounting Services"). The Parties acknowledge and agree that the Accounting Services do not include claims processing to a third-party payor, collections of deductibles from Participants, any processing or adjudication of billing or claims for medical services.
7. **Management of Patient Billing and Claims.**
 - (i) Patient Billing and Claims Services. If applicable, the Parties will mutually agree that QuadMed will manage patient billing and claims as set forth in Schedule A. QuadMed, on behalf of itself or the Client, shall be entitled to bill Payors (defined below) for such Payor Services (defined below) as appropriate, collect such amounts charged to Participants, other fees or process claims for Services provided to participants to the extent the Services can be billed to and reimbursed by third parties ("Payor Services") workers' compensation insurance carriers or other third party payors ("Payors") and subject to applicable law. In the event that QuadMed bills Payors for Services provided to Participants, then QuadMed shall not charge Client for such Services. Client shall not bill any Participant or cause any person or entity other than QuadMed to bill a participant for the Services provided under this Agreement. The Parties agree, however, that QuadMed will not conduct debt collection activities for Client or any Payor. Client agrees to immediately and continuously inform QuadMed of Participants covered by its benefit plans, including those with an HSA, or another employer-sponsored benefit plan for health and wellness services, through the Eligibility File (defined herein). Client acknowledges and agrees that QuadMed is not providing legal or health benefits advice relating to benefits plan design, billing matters, HSAs, or coordination of benefits with other benefits plans. QuadMed makes no representation regarding the impact any waiver of copayments or the waiver of any other amounts for Services may have on any benefit plan of Client, and QuadMed shall not be liable for any such impact or for any other implications to Client or a benefits plan or other health services payment program under any applicable law. Further and notwithstanding anything to the contrary in the foregoing, QuadMed does not perform Payor Services for its own or the Providers' claims revenue or for the claims revenue of Client, with respect to Participants enrolled in government healthcare Payor programs including without limitation Medicare and Medicaid programs.
 - (ii) HDHP Deductible Management Services. If applicable, QuadMed will charge participants the fees as directed by Client in a Participant Fee Schedule for



its various services. Pursuant to the Participant Fee Schedule, QuadMed agrees at Client's direction to charge participants enrolled in one of Client's high deductible health plans ("HDHPs") compatible with a health savings account ("HSA") higher fees if the HDHP enrollee has not satisfied the HDHP's deductible for that current plan year based on information from Client. QuadMed acknowledges that these higher fees are being imposed on HDHP enrollees who have not satisfied their deductibles with the intention to preserve eligibility for making and receiving HSA contributions. Client agrees to provide QuadMed with all information reasonably requested by QuadMed in connection with patient billing matters, including the Eligibility File with respect to the HDHP enrollees. With respect to enrollees in Client's HDHPs who have not satisfied their deductibles for the current plan year, QuadMed will share and request payment information related to the services received by such enrollees with the applicable insurers for the HDHPs.

8. Business Records. The maintenance, custody, and supervision of business records of QuadMed and Provider relating to the Center(s), will be managed by QuadMed.

D. Staffing Services. Each SOW outlines a staffing plan for each Center that includes the type and number of staff that the Parties currently believe will be used for the applicable Services selected for that Center, which may be revised from time to time by execution of a Change Order, and which will be updated and confirmed annually by updated SOW. Except as provided herein, QuadMed will provide, procure, and arrange for staffing based on the Services described in the SOW applicable to the Center and anticipated utilization volume, and QuadMed shall have the exclusive right to provide and arrange for all other personnel to provide the Services pursuant to this Agreement. QuadMed may act as Client's agent and on Client's behalf to procure, rather than employ, the medical professionals or other staff for the Center(s), in which event, QuadMed will work with such person or entity providing such staff to determine the staffing reasonably required to provide the Services and other matters contracted for herein relating to the provision and scheduling of such staff.

1. Hiring, Credentialing and Background Checks. QuadMed or Provider, as appropriate, shall be solely responsible for setting and paying the compensation and benefits of the employees furnished by QuadMed or Provider. The Parties agree that QuadMed or Provider, as appropriate, shall have the sole right and authority to hire, contract for, and discharge all employees of QuadMed personnel or Provider respectively, including without limitation, Physicians, and medical sub-specialists, and for negotiating all compensation and benefits with same. QuadMed will be responsible for credentialing and verifying the required licensure or training qualifications, care giver background checks, and screenings, as applicable, of all medical professionals and other QuadMed personnel contemplated herein. QuadMed or Provider, as applicable, shall ensure that all medical professionals and Center personnel comply with all applicable laws and regulations, including without limitation, those governing the licensing and standard of care. All applicable personnel shall be in good standing with the applicable state professional associations and have appropriate certifications or eligibility. All personnel shall have the appropriate training and will obtain and maintain in full force and effect all licenses, certifications, authorizations, and approvals that are required by applicable



law in order for the Personnel to provide the Services. QuadMed shall be responsible for ensuring the Provider compliance with this Section and shall conduct or cause to be conducted credentialing of the Provider's staff.

2. **Supervision and Control.** QuadMed or Provider, as appropriate, shall be solely responsible for determining the personnel reasonably required to provide the Services and will use best efforts to staff the Center(s) as reasonably necessary to perform Services requested and contracted for by Client. QuadMed shall also be solely responsible for the scheduling of individual work hours for employees of QuadMed and Provider, including but not limited to overtime, weekends, holidays, and vacations. Client does not have the authority to discipline or terminate the employment of any person employed by QuadMed or Provider. However, where Client has concern over the performance of one of Provider's or QuadMed's employees, it is expected to raise these concerns with reasonable notice to QuadMed. QuadMed agrees to discuss with Client potential opportunities for additional training, the reassignment of duties due to nondiscriminatory performance concerns, and/or appropriate progressive discipline for QuadMed's or Provider's employees, which may include the immediate termination to the extent gross misconduct is evidenced by sufficient documentation. However, any and all decisions regarding QuadMed or Provider personnel and any discipline or reassignment of duties will be made by or at the discretion of QuadMed or Provider, as applicable.
3. **Standard of Care.** QuadMed represents and warrants that all Services to be provided by QuadMed personnel under this Agreement will be performed in a professional, competent, and timely manner by appropriately qualified personnel in accordance with the provisions of this Agreement and consistent with professional quality and ethical standards prevailing in the community.
4. **Medical Decision Making.** QuadMed or Provider, as applicable, shall be solely responsible for all medical decision making and all exercise of all medical judgment in accordance with applicable law. To the maximum extent permitted by applicable law, QuadMed shall be solely responsible for supervising all staff in connection with the Center(s). If required by applicable law, Providers shall be responsible for supervising the staffing for the Center(s) as required. Client shall not exercise any control or direction over the Providers or other staff in the performance of the Services at the Center(s).
5. **Referrals.** For purposes of this Section, "referral" shall mean the act of identifying another healthcare provider and communicating information or a recommendation to a patient about that provider, as distinguished from a healthcare provider exercising his or her professional judgment with respect to the diagnosis or treatment of a patient. Physicians or non-physician licensed personnel providing services at the Center(s) will exercise their professional judgment when referring Participants for healthcare services. Neither QuadMed nor Client will interfere with the professional judgment of the Physicians or the non-physician licensed personnel at the Center(s) in making such referrals. Client acknowledges and



agrees that Provider, QuadMed, and the Physicians and non-physician licensed personnel at the Center(s) will have no responsibility or liability with respect to such information, or referrals to, or services provided by, or the failure to refer to, such healthcare providers.

II. **ELIGIBILITY TO ACCESS AND USE SERVICES.**

A. Eligibility for Services. The Parties agree that only individuals within the categories outlined in the applicable Schedule D will be eligible to receive Services ("Participants"). The Parties recognize that in the event Client maintains more than one benefits plan offerings applicable to some or all of the Services, Client will communicate such distinctions via the Eligibility File(s) (as defined in section B below) delineating the eligible individuals by benefit plan offering and Services eligibility as identified by the Eligibility File provided by the Client (as examples for purposes of illustration only: Class A-HDHP, Class A-PPO, Class A-All Employees Not on Client HDHP or PPO Plans). Client acknowledges that QuadMed is not enrolled in the Medicare, Medicaid, or similar government-funded healthcare program and does not bill such programs any fees for Services. With respect to eligible Participants who may also be enrolled in government funded healthcare programs, certain Services may be limited or unavailable and/or may need to be obtained from other enrolled health services organizations.

1. **Employee Welfare Laws.** Client acknowledges and agrees that it is solely responsible for obtaining its own professional advice to ensure that the provision of Services to Participants complies with the terms of Client's employee benefits plan including, as applicable, group health plan, and related documentation requirements applicable to Client as an employer and all applicable laws and regulations, including but not limited to the Occupational Safety and Health Act ("OSHA"), Department of Transportation ("DOT") regulations, other state and federal occupational health related laws, Employee Retirement Income Security Act ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), the ADA, the Age Discrimination in Employment Act ("ADEA"), the Genetic Information Nondiscrimination Act ("GINA"), and related regulations for nondiscrimination related to wellness programs, including codification of these regulations in the Patient Protection Affordable Care Act ("PPACA") and the Internal Revenue Code (collectively, the "Employee Welfare Laws"), and HIPAA.
2. **Employment Determinations.** Client shall be solely responsible for making any employment-related decisions about Client employees, including without limitation, determinations as to an employee's or any individual's eligibility for employment with Client, based upon the results of examinations or testing provided by QuadMed as part of the Services. Client acknowledges and agrees that QuadMed is not providing legal or health benefits advice relating to the structure of any Client health benefits plans, health savings accounts ("HSAs"), and coordination of benefits with other health benefits plans. Client shall defend, indemnify and hold harmless QuadMed and its parent entities, subsidiaries, affiliates and their directors, officers, and employees from and against any and all claims, demands, suits, proceedings, costs, expenses, losses and damages (including reasonable attorneys' fees) arising out of or resulting from any allegation or claim in connection with (1) the structure of any and all Client health benefits plans and HSAs, (2) Client's violation of any



Employee Welfare Laws; or (3) any allegation or claim in connection with the billing and collection of any and all fees, including, without limitation, billing and collection of fees from Participants in connection with HSAs.

B. Eligibility File. Client shall provide to QuadMed a current and accurate file with Participants in the format requested by QuadMed of the Participants (the "**Eligibility File**") as mutually agreed to by the Parties, but in no event less than thirty (30) days before a "go-live" Center or Service date and at least five (5) days prior to the end of each month during the Term. Client represents and warrants that, to the best of its knowledge, the Eligibility File provided to QuadMed will contain accurate information regarding the eligibility status of each individual listed in accordance with this section, and QuadMed shall be entitled to rely on the most recently received Eligibility File provided by Client to determine whether the individual is eligible to receive the particular applicable Services. The Eligibility File shall be in a format mutually agreed to by the Parties. Notwithstanding anything to the contrary in the foregoing, the Parties will work together in good faith in respect to certain matters, including but not limited to, file specifications and associated testing of the Eligibility File in advance of a "go-live" Center or Service date with the understanding that Client will need to provide certain requested information to QuadMed pursuant to QuadMed's reasonable timelines. The Parties acknowledge that any Eligibility File in a non-standard format may require additional cost due to the QuadMed Informational Technology resources required in order for QuadMed to electronically receive the Eligibility File. Prior to providing Services to an individual at the Center(s), QuadMed shall request a form of identification from the individual and then check the most recently received Eligibility File to determine whether the individual is eligible to receive Services. The Parties acknowledge and agree that the Center(s) and Services will not be open to the general public at large.

III. CENTER FACILITIES AND INFRASTRUCTURE.

A. Facilities.

- 1. Space.** Client shall provide the physical space required to house each Center and related services provided by QuadMed ("**Space**"). QuadMed acknowledges that it will review the detailed plans of the physical Space for each Center and the Parties will mutually agree that each Center shall provide sufficient Space for it to provide all required Services hereunder. QuadMed shall have no obligation to provide any medical office or other space for the Center(s).
- 2. Development of Space.** QuadMed and Client shall jointly develop the Space plan, design, patient flow, and work flow for the Center(s). Client shall ensure that the Space and related facilities are in compliance with all applicable law and/or regulations, including local zoning requirements. Any required zoning changes, landlord consents, or other approvals or consents for the Center(s) shall be obtained by Client at Client's expense. QuadMed and Client shall jointly develop and agree on the proper security requirements for the Center(s), which shall include without limitation panic buttons, and Client shall be responsible for any cost related thereto.
- 3. Use of Space.** QuadMed or Provider has a license to use the Space for performing health and wellness Services. Client shall not interfere with QuadMed's or Provider's use of the Space in any way and shall not access the Center(s) without QuadMed's or Provider's approval, except in emergency situations.

4. **Utilities, Cleaning, and Maintenance.** Client shall cause heat, air-conditioning, telephone access, internet access, and electricity, water, and sewer utilities to be provided at the Center sufficient for the provision of the Services. Client shall cause general cleaning services to be provided for the interior of the Center (other than for the locked areas for storage of Center Supplies, for which QuadMed shall be responsible) and shall maintain the exterior of the Center, including the sidewalk, driveway, and parking areas; provided, however, that if Client does not clean or maintain the Center to QuadMed's satisfaction after reasonable notice to Client of the need to clean or maintain the Center, QuadMed may have the Center cleaned or maintained to its satisfaction at a reasonable cost and invoice Client for the cost of doing so, and Client shall promptly reimburse QuadMed for such cost. Client shall cause all contractors of Client that will have access to the Center to enter into a Confidentiality Agreement or Business Associate Agreement, as applicable, in the form provided to Client by QuadMed from time to time. If cleaning is necessary during the hours of operation of the Center, Client acknowledges and agrees that QuadMed and its Providers, shall be responsible for maintaining the interior of the Center in a clean and safe condition. Subject to precautions necessary for compliance with all applicable law, including Privacy Laws, Client shall have the right to enter into, access, inspect, improve, modify, or perform maintenance and repairs on or with respect to the Center upon reasonable notice to and approval by QuadMed, and Client shall use commercially reasonable efforts to exercise such rights during times other than the times outlined in the applicable SOW for the performance of the Services at the Center.

B. Equipment. To the extent permitted by applicable law and/or regulations or otherwise mutually agreed to by the Parties in the applicable SOW, QuadMed will procure, provide, maintain, and repair the equipment, furnishings, and instruments, including computers, monitors and hardware ("**Equipment**") required at each of the Center(s). Title to the Equipment shall remain with QuadMed, only when required per legal requirements related to medical equipment; all other title will transfer to Client, or to any of the Participating Entities as directed by the mutual agreement of the said Participating Entities, once QuadMed has received payment in full. Client shall allow QuadMed unlimited access to the Center's Equipment. QuadMed shall be responsible for maintaining, repairing, and replacing the Client Center Equipment the cost of which will be paid for by Client and the Client shall reasonably cooperate with QuadMed to enable any repairs or maintenance with the Client's vendors. Notwithstanding anything to the contrary in the foregoing, any computers, monitors, and hardware supplied or used by QuadMed in connection with the Center(s) or the Services provided under this Agreement will remain the property of QuadMed, or the third-party lessor or licensor thereof, as applicable. Nothing in this Section shall interfere with the rights and obligations of QuadMed as it relates to the Equipment. QuadMed shall have unrestricted access, control, and use of all Equipment at the Center(s) during the Term. In addition, Client acknowledges and agrees that, at any time, QuadMed shall be permitted to access and remove from any computers or other equipment any permanently or temporarily affixed data storage media that may contain information with respect to which QuadMed has an obligation of confidentiality, whether pursuant to HIPAA or other federal or state laws, or at QuadMed's sole election render the information contained on such media permanently irretrievable. Client shall also cooperate with QuadMed upon QuadMed's request to provide QuadMed with access to and information relating to any equipment, computers, hardware, servers, systems, and logs used in connection with the Center Services or the Center(s) in the event



QuadMed determines it needs to conduct an investigation, and Client shall cooperate in good faith with QuadMed regarding any such request for information or investigation.

C. Supplies. To the extent permitted by applicable law and/or regulations, QuadMed will procure and provide the medical and non-medical supplies of every kind and nature ("Supplies") required at each of the Center(s). Title to the Supplies shall remain with QuadMed until QuadMed has received payment in full, at which time title for such Supplies shall vest with Client upon receipt of payment in full and expiration of this Agreement, excluding any medications. All medications and drugs ("Pharmaceuticals") shall be owned by QuadMed, the Providers, or the pharmacists and shall be stored and secured in accordance with applicable law or regulation. Client acknowledges that QuadMed will destroy or return to the manufacturer any inventory of unused Pharmaceuticals due to regulatory restrictions and/or patient safety concerns. QuadMed acknowledges and agrees that QuadMed will use commercially reasonable efforts to deplete all inventory of Pharmaceuticals prior to the expiration or termination of this Agreement.

D. Software. Client shall not have any access or other rights to or in software provided, developed and owned by QuadMed (the "Software"). QuadMed does not grant or assign to Client any legal or equitable title or other right in or to the Software, or any derivative works and copies thereof, or any modifications, improvements, or enhancements thereto. The Software, and all derivative works and copies thereof, and all modifications, improvements, and enhancements thereto, including all worldwide copyrights, trade secrets, trademarks, and confidential and proprietary rights therein, at all times are and shall remain the exclusive property of QuadMed. Client shall not: (i) copy the Software or any software or programming related thereto; (ii) permit individuals or entities other than Client to use the Software; (iii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based upon the Software or programming related thereto; (iv) rent, lease, transfer, resell, or otherwise transfer rights to the Software; or (v) delete or write over any portion of any software relating in any manner to the Software. The Client acknowledges and agrees that QuadMed may provide the eligible individuals with access to a web-based application either directly or as a reseller for use by Client, which shall be subject to and conditioned on the Client's and/or Participants agreement to comply with the terms and conditions for such use. Any Software supplied or used by QuadMed in connection with the Center(s) or the services provided under this Agreement will remain the property of QuadMed, or the third-party lessor or licensor thereof, as applicable.

IV. MEDICAL RECORDS.

A. Medical Records Maintenance and Ownership. The information that QuadMed or Provider creates, receives, maintains, or transmits about Participants as a result of providing the Services ("Health Information") in the Center will be owned by the Provider or QuadMed, as applicable. The maintenance, supervision and custody of Health Information relating to the Center(s) will be handled by QuadMed, or by Provider to the extent and as required by law or regulation. Client agrees that it will not interfere with maintenance, custody, supervision, and storage of such Health Information. Upon termination, all Health Information will remain the property of QuadMed or the Provider, as applicable.

B. Access to Records by Client. A Participating Entity may request copies of or access to only the Health Information that is necessary and appropriate to satisfy (1) any legal obligations of that Participating Entity as plan sponsor or plan administrator or (2) any occupational health related laws, but only to the extent that requesting such copies or access is in compliance with all applicable laws. Client



shall designate one Client employee to act as a liaison to QuadMed ("Client Contact"). To the extent applicable, Client shall also provide a "Designated Employer Representative" as such term is defined in and required by the DOT regulations, who is authorized to receive results of drug and alcohol screenings for Participants. Client acknowledges and agrees that it is solely responsible for complying with state and federal laws applicable to Client as plan sponsor or employer, and for retaining Health Information as required by laws, such as retaining Participants' Health Information as required by such laws. Client acknowledges and agrees that QuadMed has no obligation to retain Health Information on behalf of Client. Client is solely responsible for identifying and requesting from QuadMed the Health Information that Client needs in order to comply with laws applicable to Client.

C. Confidentiality of Medical Records. Each Party will hold all Health Information in the strictest confidence, and each will instruct its personnel, as applicable, to keep confidential any information relating to the Center Participants. The Parties shall comply and cause the all personnel to comply with all applicable laws, rules and regulations governing the privacy of protected health information and Health Information, including but not limited to Privacy Laws; the American Recovery and Reinvestment Act of 2009; the DOT regulations governing drug and alcohol testing; the Federal Aviation Administration regulations governing health screen physicals; the Occupational Safety and Health Administration regulations governing workplace surveillance and blood borne pathogen exposure testing; as well as various state laws governing the privacy of Health Information. QuadMed may provide Client with Health Information only in accordance with, and as is permissible under, all applicable laws.

D. Authorization and Transfer of Medical Records. Upon the termination of this Agreement, subject to patient choice of healthcare provider laws, Provider will transfer patient medical records to the new provider or medical group who assumes the care of such Participants, upon receipt of a valid medical record transfer authorization received from a patient. Provider may also transfer in bulk encounter summary data medical records (CCDA) based on appropriate transfer instructions from the successor treatment provider, at such successor treatment provider's or Client's expense. During and after the term of this Agreement at a patient's direction, copies of individual patient medical records will be made available, at a nominal copying charge that is no more than permissible by applicable law, to the authorized requesting individuals, insurance companies, and other third-parties upon receipt of a valid written authorization signed by a patient. Upon request by QuadMed, Client shall cooperate with QuadMed in obtaining the written authorization of Participants necessary for QuadMed to disclose Health Information to Client in accordance with applicable law.

V. COMPENSATION.

A. Fees and Charges. Client agrees to pay the Fees and Charges as outlined in each applicable Schedule A (Statement of Work or SOW) for the applicable Center.

- 1. Implementation and Start Up Cost.** Client will pay QuadMed a fee related to the cost for the implementation of Services at the Center(s) as set forth on the applicable SOW ("Implementation and Start Up Cost"). The Implementation and Start Up Cost will begin upon the listed effective date and be invoiced in accordance with section B below.
- 2. Monthly Program Fee.** The fixed monthly program fee will begin when (a) Center staff have been hired by QuadMed, and (b) Center staff have commenced providing



Center related Services in some capacity, as outlined in each SOW, which may occur no more than four (4) weeks ahead of the Center opening for in-person care. The fixed fee covers QuadMed's ongoing Center Services, including staff salaries and benefits (health, 401k matching, life insurance), training and education, travel, case management and operations resources, quality assurance, computer software and hardware, technical support, data analytics and reporting, malpractice insurance, and corporate expenses ("**Monthly Program Fee**"). Client will pay QuadMed the Monthly Program Fee in accordance with section B below. QuadMed will annually increase the Monthly Program Fee by four percent (4%) effective the first (1st) day of January each calendar year during the Term.

3. **Charges Not Included in Fees.** Client will pay QuadMed additional cost and expenses not included in the Monthly Program Fee or Implementation and Start Up Cost, including without limitation disposable supplies, medications used in the Center(s), offsite services such as lab, facility costs including construction, rent, HVAC, waste removal, water and sewer, utilities, phone/fax, internet, equipment, maintenance and janitorial ("**Cost and Expenses**"). Purchasing discounts are applied where applicable. These Cost and Expenses will be invoiced by QuadMed in accordance with section B, below.

B. Invoicing.

1. **Operational Invoicing.** Beginning as of the Effective Date, QuadMed shall issue invoices to each Participating Entity, prorated according to each entity's Percentage Utilization, for the Services outlined in each SOW, setting forth the monthly amount owed to QuadMed for the following: (a) fifty percent (50%) of the Implementation and Start Up Cost, as applicable; (b) the Monthly Program Fee; (c) the Costs and Expenses; (d) any other amounts due from Client, and (e) credits due to Client. As applicable, the remaining Implementation and Start Up Cost will be invoiced by QuadMed sixty (60) days after the Center staff are onsite at the Center(s) providing Services outlined in each SOW to eligible Participants. The applicable Implementation and Start Up Cost will be invoiced by QuadMed separately.

- a. Percentage Utilization means the percentage allocation of costs and expenses as between the Participating Entities, which may be adjusted annually by mutual agreement of the Parties. If the Parties are unable to agree, QuadMed shall use the allocation from the previous year. The initial allocation shall be as follows:

Sheboygan County	31%
City of Sheboygan	16%
Sheboygan Area School District	52%
Town of Sheboygan, Wisconsin	01%
TOTAL:	100%

- b. In the event any Participating Entity ceases its participation or withdraws from this Agreement for any reason, that Participating Entity's percentage allocation, as reflected above or as subsequently amended, shall be proportionally reallocated to the remaining Participating Entities.



2. **Payment Terms.** Client shall pay invoices within thirty (30) days of the invoice date. Payment from Client will be made by direct deposit, wire transfer, or ACH into the designated QuadMed or Provider accounts, as designated by QuadMed.
3. Intentionally Omitted.
4. **Right to Audit.** No more than once per contract year, and within sixty (60) days of termination of this Agreement, Client shall have the right, upon reasonable advance notice to QuadMed, to have a mutually agreed upon independent certified public accounting firm, bound by a non-disclosure agreement agreed to by QuadMed, audit and review, during normal business hours, the documentation retained by QuadMed to support the invoices submitted by QuadMed in the prior contract year to determine the accuracy of such invoices, excluding information relating to other Clients or subject to QuadMed's third-party confidentiality obligations. The cost of any such audit shall be borne solely by Client provided, however, that if the results of any audit show that QuadMed or Provider has charged Client more than twenty percent (20%) above the actual amount owed by Client for the total amount invoiced by QuadMed, then QuadMed shall pay all reasonable costs of such audit. If such audit indicates an overpayment by Client, then QuadMed shall refund to Client an amount equal to such overpayment in a single lump-sum cash payment not less than sixty (60) days after QuadMed receives such audit results in the form and substance reasonably satisfactory to QuadMed that substantiates such over charge. QuadMed may also elect to provide Client with certain non-confidential information and calculations reasonably requested by Client to support the invoices issued by QuadMed.

VI. RELATIONSHIP OF THE PARTIES.

A. Independent Contractors. Client and QuadMed are independent contractors, and as such they will remain professionally and economically independent of the other. QuadMed and Client are not, and will not be deemed to be, joint venturers, partners, or employees of each other. Client will not have any authority to bind QuadMed or the Providers of the Services. Client will not interfere with the business operations of QuadMed, nor otherwise control or direct the methods by which QuadMed and its employees and contractors will perform their duties and obligations arising hereunder. Client will not be allowed in any restricted or non-public areas of the Center(s) and QuadMed's facilities without express permission from QuadMed for purposes of compliance with Privacy Laws.

B. No Withholding. The Parties acknowledge and agree that Client will not withhold from the payments to QuadMed due under this Agreement any sums for income tax, unemployment insurance, social security or any other withholding. Client will be responsible for the preparation and filing of any and all federal and state tax returns required to be filed by Client. The Parties acknowledge that QuadMed will not prepare, or act as accountant or tax advisor, to Client, related to any such tax preparation or filings. Client will retain its own accountant for tax preparation and filings. QuadMed will provide, within sixty (60) days of Client's reasonable written request, the information reasonably requested by Client for Client or its health plan to file a Form 5500.



C. Exclusivity. Unless otherwise agreed by the Parties, QuadMed will have the sole and exclusive right to provide and/or procure the professional and management Primary Care Services for the Center(s) during the term of this Agreement. During any Term of this Agreement, QuadMed will have the first right of opportunity for new onsite or near-site Center(s). In the case of an acquisition by Client where an onsite or near site center is already in place, QuadMed will be given the opportunity to replace that Center on contract renewal, expiration, or termination.

D. Agency. The Parties acknowledge and agree that, in certain states, QuadMed will not provide the primary care or other related healthcare services and, in such states, QuadMed may contract with the Client to provide agency services whereby QuadMed may act as a Client's agent and on such Client's behalf for the purpose of procuring the primary care services from one or more professional associations, professional corporations, or independent contractors ("Agency Services").

E. Participating Entity Commitments. Each Participating Entity identified in the preamble above shall be bound by the terms of this Agreement and any applicable Statement of Work ("SOW"), amendment, or schedule executed by such Participating Entity. The execution of a SOW or amendment by a Participating Entity shall constitute that entity's agreement to be individually bound by the terms therein, without requiring execution by the other Participating Entities. Unless otherwise expressly stated, the rights and obligations under any SOW or amendment shall apply only to the Participating Entity executing such document.

F. Client Coordination and Internal Allocation. Unless otherwise expressly stated, any reference to "Client" in this Agreement shall be deemed to refer collectively to the Participating Entities. The Participating Entities shall be solely responsible for coordinating among themselves with respect to any shared rights, obligations, or entitlements under this Agreement. For example, where title to supplies, equipment, or other deliverables passes to Client upon payment in full, QuadMed shall have no responsibility or liability for how such items are allocated, distributed, or managed among the Participating Entities. QuadMed shall not be required to resolve disputes or administer internal arrangements between the Participating Entities.

VII. CONFIDENTIALITY.

The Parties expressly acknowledge that during the course of this Agreement, each Party, its affiliates, and their respective directors, officers, employees, and agents, may have access to trade secrets, proprietary information, personally identifiable information, and confidential information regarding the other Party, the providers, the other Party's business, and/or the jointly conducted activities of the Parties including, but not limited to, patient volumes, ideas, know-how, technology, inventions, business plans, strategic plans, marketing plans, policies, processes, and methods of doing business, and other non-public information (the "Confidential Information"). The Parties expressly agree that both during the term of this Agreement, and after termination, each Party, its affiliates, and their respective directors, officers, employees, and agents will hold any and all Confidential Information in strict confidence and will protect and preserve the confidential and proprietary nature of all Confidential Information with the same degree of care used by the receiving Party to protect its own information of a like nature, and in all events using reasonable care. Neither Party will disclose Confidential Information to any of its affiliates, directors, officers, employees, and agents unless such person has (i) a bona fide need to know the information to facilitate the purpose of this Agreement and (ii) been informed of the confidentiality obligations hereunder. Each Party will be responsible for any breach of this Agreement by any of its respective affiliates, directors,



officers, employees, and agents. Neither Party will disclose Confidential Information to any other third-party without the express prior written consent of the other Party. The confidentiality obligations set forth in this Section will not apply to information that the receiving Party demonstrates by contemporaneous written records (i) was publicly available at the time of disclosure by the disclosing Party or became publicly available other than as a result of any act or omission on the part of the receiving Party; or (ii) was legally disclosed to receiving Party by a third-party that owes no obligation of confidentiality to the disclosing Party or its affiliates or to the providers or their affiliates, or (iii) is developed by the receiving Party independently without reference to the Confidential Information. Each Party shall comply with all applicable law and/or and regulations concerning confidentiality of all medical records. The provisions of this Section shall survive the termination of this Agreement. The Parties understand and acknowledge and agree that in the event of a breach or threatened breach of the promises in this Section, the other Party will suffer irreparable injury for which there may be no adequate remedy at law. Such other Party will therefore be entitled to seek injunctive or equitable relief from the courts without bond to enjoin the Party committing the breach from engaging in activities in breach of this Agreement.

VIII. OWNERSHIP OF INTELLECTUAL PROPERTY, MARKS AND DATA.

A. Intellectual Property. The Parties acknowledge and agree that any and all data, materials, and documentation originating with each Party, including any and all policies, procedures, data, documentation or other materials, shall be owned by that Party. Any data, materials and documentation prepared by QuadMed in the day-to-day management and operation of the Center(s) pursuant to this Agreement shall be owned by QuadMed. QuadMed and Client may jointly develop materials (the "**Jointly Developed Materials**") and QuadMed shall own and have title to all Jointly Developed Materials; provided however, that QuadMed hereby grants Client a perpetual, irrevocable, fully paid up, non-exclusive, non-transferable, limited license to use the Jointly Developed Materials and such license to use the Jointly Developed Materials will survive termination of this Agreement.

B. Marks. Any and all trademarks, service marks, trade names, logos, or other identifiers owned or licensed by QuadMed that QuadMed uses in connection with its Services or the Software (the "**Marks**") are at all times and shall remain the exclusive property of QuadMed. Nothing contained herein shall be deemed to give Client any right, title, or interest in any of the Marks. Nothing contained herein shall be deemed to give QuadMed any right, title or interest in any of Client's trademarks, service marks, trade names, logos or other identifiers owned or licensed by Client.

C. Data. As between QuadMed, Provider and Client, QuadMed exclusively owns to the extent permissible by applicable law all rights to data or information about Participant obtained or generated by QuadMed or Provider ("**QuadMed Data**"). To the extent allowable by law, QuadMed hereby grants Client's health plan a perpetual, royalty-free, irrevocable, non-transferable license to the QuadMed Data for Client to use the QuadMed Data. As between QuadMed, Provider and Client, Client exclusively owns to the extent permissible by applicable law all rights to data or information about Participant generated exclusively by Client ("**Client Data**"). To the extent allowable by law, Client hereby grants QuadMed or Provider, as applicable, a perpetual, royalty-free, irrevocable, non-transferable license to the Client Data for QuadMed to use the Client's Data. Client Data or QuadMed Data are collectively referred to as "Data" and does not include Health Information.



IX. TERM AND TERMINATION.

A. Term. The initial term of this Agreement, for each of the Participating Entities (i) Sheboygan County, a Wisconsin governmental body; (ii) the City of Sheboygan, a Wisconsin municipal corporation; and, (iii) the Sheboygan Area School District, a Wisconsin public school district will be for a period of three (3) years commencing on the Effective Date. After the initial term, this Agreement will automatically renew for successive one (1) year terms, unless either Party declines renewal by providing the other Party with written notice at least one hundred and eighty (180) days prior to the renewal date. Rates may be adjusted upon renewal in accordance with Section V of this Agreement. The Parties, including each Participating Entity, acknowledge that the initial term of this Agreement, as relates only to the Town of Sheboygan, Wisconsin, shall be one (1) year.

B. Material Breach. In the event of a material breach by one Party, the non-breaching Party may terminate this Agreement to the extent such breach is not cured within thirty (30) days after the non-breaching Party provides written notice of its intent to terminate the Agreement due to the breach, or if such breach cannot be reasonably cured within thirty (30) days, cure has not been diligently commenced within such thirty (30) day period or has not been completed with ninety (90) days.

C. Termination for Bankruptcy. Either Party may terminate this Agreement immediately upon written notice if the other Party makes an assignment for the benefit of creditors, files a voluntary petition for bankruptcy or reorganization, is adjudicated bankrupt or insolvent or applies for or consents to the appointment of a receiver for it or its property.

D. Termination Upon Legal Prohibitions of Relationship. In the event that any federal, state, or local law or regulation prohibits the relationship of the Parties as presently structured under this Agreement, the Parties will make a good faith effort to alter their relationship and modify this Agreement to the minimum extent necessary to comply with such newly enacted law or regulation. If, after diligent good faith efforts, the Parties are unable to mutually agree within ninety (90) days upon such modification, or if such modification is not legally possible, then this Agreement may be terminated by either Party upon ninety (90) days prior written notice.

E. Termination upon Expiration or Termination of Space Lease. In the event that any lease for Center space expires or terminates for any or no reason, QuadMed may at its option, terminate a Center SOW and associated Services or terminate this Agreement in its entirety. If QuadMed does not elect to terminate, then QuadMed and Client shall collaborate promptly and with all due diligence to locate and secure alternative Space to relocate the affected Center(s). QuadMed shall provide Client with notice of expiration or termination of any Space lease promptly. The Parties acknowledge that some or all of the affected Center Services may be suspended during any such period of transition. The Parties shall collaborate in good faith on an implementation workplan, timeline, budget, and protocols for any Center space relocation.

F. Effect of Termination. The Parties will be subject to the terms and conditions set forth in this Section upon the termination of this Agreement.

- 1. Survival.** Upon the effective date of termination of this Agreement, QuadMed and Client will thereafter be automatically relieved and released from all further liability and obligation thereunder, except for the obligations set forth in this Article/Section



IX, Sections III (B), (C), and (D) (Equipment, Supplies, Software); Article/Section IV (Medical Records), Article V (Compensation); Article VI/Section (Relationship of the Parties); Article VII/Section (Confidentiality); Article/Section VIII (Intellectual Property, Marks, and Data); Article/Section XI (Indemnification and Limitation of Liability); Article/Section XII (B) (Disclaimer); Article/Section XIII (General Provisions), and any other provisions that, by their terms, should survive.

2. **Return of Proprietary Property.** Except as provided in this Agreement, upon termination each Party shall immediately discontinue the use of and shall promptly return, destroy and/or restore to the applicable Party all originals and copies in possession of the other Party of all of each Party's property, including all of its information and materials, whether or not covered by copyright, service mark and trademark rights. Such information and materials may include, without limitation, its logo, systems, forms, form contracts, policy manuals, marketing and public relations materials relating to QuadMed or the management of the Center(s).
3. **Return of Software; Transfer of Data.** Immediately upon termination of this Agreement, Client will cease to use all Software and will return to QuadMed the Software, all related documentation and computer programs and any copies thereof. Upon request and subject to applicable law, if any Health Information is transferred to a new provider, or to Participants, Client will pay the costs for such Health Information transfer based on the nature of the transfer request.
4. **Transition Services.** At the expiration or termination of the Agreement (or any of the Center(s)) the Parties will agree to outline, in writing, the applicable transition related services, timelines and associated costs, to be provided by QuadMed to Client ("Transition Services"). Such Transition Services will be mutually agreed to by the Parties prior to QuadMed commencing Transition Services. If the Parties are unable to mutually agree to Transition Services, QuadMed, in its sole discretion, will provide certain services, with corresponding costs, to Client associated with the expiration or termination of the Agreement (or any of the Center(s)) to ensure appropriate transition of services in accordance with QuadMed policies, procedures as well as patient and provider care standards and applicable laws and regulations.
5. **Provider Cost.** In the event that this Agreement (or any of the Center(s)) terminates under circumstances such that QuadMed is not afforded at least a ninety (90) days' advance formal written notice, Client will pay the compensation-related costs of Providers at the applicable Center(s) for the number of days less than ninety (90) between the date QuadMed receives formal written notice from Client and the date of termination of this Agreement (or of the applicable Center(s)).

X. INSURANCE.

- A. **General Liability Insurance.** QuadMed and Client, each at their sole cost and expense, will each procure and maintain general liability insurance in limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate, protecting each Party against any claim



for Bodily Injury or Property Damage. Each Party will include the other as an additional insured under their respective general liability policies.

B. Medical Professional Liability Insurance. QuadMed will procure and maintain medical professional liability insurance covering its employed health care providers in the sum of one million dollars (\$1,000,000) per incident; three million dollars (\$3,000,000) aggregate or such other amount as may be required by applicable state law.

C. Workers Compensation Insurance.

1. QuadMed, at its sole cost and expense, will procure and maintain in full force and effect workers compensation coverage for its employees under the workers' compensation laws of the applicable State, and Employer's Liability limits of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) per employee for bodily injury caused by disease, and one million dollars (\$1,000,000) aggregate.
2. Client, at its sole cost and expense, will procure and maintain in full force and effect workers compensation coverage for its employees under the workers' compensation laws of the applicable State, and Employer's Liability limits of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) per employee for bodily injury caused by disease, and one million dollars (\$1,000,000) aggregate.

D. Personal Property Insurance. Client, at its sole cost and expense, will insure or obtain insurance for the personal property, including the furniture, fixtures, equipment, and supplies located in the Center(s), for the full insurable replacement value of such furniture, fixtures, equipment, and supplies. Such insurance will insure against all risk of loss for not less than the full replacement value.

E. Fire and Premises Insurance. Client, at its sole cost and expense, will insure or obtain insurance for the Center premises and related buildings, if those premises are either owned by or leased by Client.

F. Loss Payee. Client will include QuadMed as a Loss Payee on any "all risk" property policy to the extent of QuadMed's interest.

G. Notice of Change in Coverage. The insurance coverage required under this Agreement will not be canceled, modified, reduced, or otherwise materially changed, except upon thirty (30) days prior written notice to the non-procuring Party.

H. Proof of Insurance. QuadMed and Client will each furnish the other Party with Certificates of Insurance for all policies required under this Section as evidence of the insurance coverage to be procured pursuant to this Agreement. On an annual basis, and also at such times as a Party may reasonably request, QuadMed and Client will each provide the other Party with Certificates of Insurance to establish that the insurance required pursuant to this Agreement continues to be maintained by the Party providing such Certificate of Insurance, and that such insurance is in full force and effect.



I. Additional Insurance; Blanket Policies. Any Party hereto may obtain for its own account, and solely at its own expense, any insurance not required under this Agreement. QuadMed may provide by blanket insurance, covering the Center(s) and any other location or locations, any insurance required or permitted under this Agreement.

XI. INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. Indemnification. Each Party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party and its affiliates ("Indemnified Party") from and against any and all third-party claims for personal injury or death or property damage to the extent directly arising out of or resulting from the negligence or willful misconduct of Indemnifying Party or Indemnifying Party's employees.

B. Limitation of Liability. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 345.05, 893.80, and 895.52. Notwithstanding any other provisions of this Agreement to the contrary, the liability of QuadMed arising out of or related to this Agreement, whether due to negligence, breach of contract, or any other claim at law or equity, will not exceed the amounts paid to QuadMed pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the liability. IN NO EVENT WILL QUADMED BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST SALES OR PROFITS.

XII. WARRANTIES AND DISCLAIMER.

A. Warranties. QuadMed represents and warrants that all Services to be provided by QuadMed under Agreement will be performed in a professional, competent, and timely manner by appropriately qualified personnel in accordance with the provisions of this Agreement and consistent with professional medical quality and ethical standards prevailing in the community.

B. Disclaimer. QuadMed does not warrant uninterrupted or error free operation of or access to any software, computers, hardware, MONITORS, SUPPLIES OR EQUIPMENT, including, WITHOUT LIMITATION, any VIDEO monitors AND EQUIPMENT, which, if provided, are provided "as is." EXCEPT AS PROVIDED HEREIN, QUADMED MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATED TO ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

XIII. GENERAL PROVISIONS.

A. Schedules. The attached Schedules constitute a material part of this Agreement and are to be construed as incorporated in this Agreement and are made a part hereof. In the event of a conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Agreement will prevail.

B. Subject Headings. The subject headings of the sections of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of the provisions of this Agreement.

C. Compliance with Law. Each Party agrees to comply with all applicable laws and regulations, including, without limitation, HIPAA. Nothing in this Agreement will be construed to require



QuadMed to take any actions in violation of any applicable federal or state laws or regulations or to disclose any information in violation of HIPAA or other applicable law.

D. Non-Solicitation. Unless otherwise mutually agreed to in writing by the Parties, Client agrees that during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, Client will not directly or indirectly recruit, hire, or attempt to recruit or hire any employee or contractor of QuadMed, including employees or contractors who worked at or provided Services onsite for any of Client's Center(s). If Client breaches the covenant set forth in this section, Client agrees to pay all costs (including reasonable attorneys' fees) incurred by QuadMed in establishing that breach and in otherwise enforcing the covenant set forth in this Section. If a court determines that this Section contains an unenforceable restriction, the court is requested and authorized to revise this Section to include the maximum restriction allowed under applicable law. The provisions of this Section shall survive the termination of this Agreement.

E. Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement.

F. Binding Agreement; Assignment; Subcontracting. This Agreement will be binding upon, and will inure to the benefit of, the Parties to it and their respective legal representatives, successors and assigns. No Party may assign this Agreement without the prior written consent of the other Party; provided, however, that notwithstanding the foregoing, QuadMed will have the right to assign this Agreement, or its rights and duties under this Agreement, to a company which owns a majority interest in QuadMed, an affiliate, or to a wholly owned subsidiary corporation or company. QuadMed will have the right to subcontract with any other Parties, including affiliates or subsidiaries of QuadMed, for the performance of various aspects of its obligations hereunder.

G. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and this Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the Parties which relate to the subject matter of this Agreement, including without limitation any Statement of Work or proposal. No supplement, amendment or modification of this Agreement will be binding unless executed in writing by all of the Parties. Any subsequent agreement, exhibit, schedule, proposal, or statement of work relating to the subject matter hereof shall be subject to this Agreement.

H. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin; provided that all medical, health, and wellness services, and related agency and management services provided in connection with each Center(s) shall be performed in accordance with and governed by, construed, and enforced in accordance with the laws, regulations, and rules of the applicable state in which the Center(s) is located.

I. Equitable Relief. The Parties agree that the remedy at law may be inadequate for a breach of certain provisions of this Agreement. The Parties further agree that either Party may be entitled to an injunction and any other appropriate equitable relief to enforce its rights. Such remedies will be in addition to any and all other remedies which such Party may have.



J. No Waiver. A Party's waiver of a breach of any provision of this Agreement does not waive any subsequent breach by the other Party, nor does a Party's failure to take action against any other similarly situated third-party for similar breaches operate as a waiver by such Party of a breach.

K. Severability. If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

L. Contingency Planning. The Services which are the subject of this Agreement require collaboration between the Parties. Therefore, each Party will maintain business continuity plans and procedures for the continuity of the Services that meet all the requirements of Laws, will make those plans and procedures available to the other Party on request, and will provide the other Party with reasonable prior written notice of any contemplated changes in the plans and procedures that might adversely affect the Services. Each Party commits to the other to collaborate and implement its continuity plan in response to any material disruption in its business that impacts the Services. Each Party will use diligent efforts to resume operations promptly after the occurrence of any event that materially disrupts the Services and/or such Party's operations. A Party shall not be considered in breach of this Agreement or otherwise penalized to the extent that the failure to perform is caused by any act or omission of the other Party or any Force Majeure event. "Force Majeure" event means acts of God, fire, explosion, terrorism, serious civil disorder, war, hostilities and embargos, pandemic, or other declared public health emergency, and where any such events cannot be reasonably be mitigated through the implementation of a disaster recovery or crisis management plan without additional cost (unless the Parties mutually agree to a budget adjustment to cover the additional cost). A Force Majeure event does not include changes in market conditions, insufficiency of funds, unavailability of equipment or supplies or strikes, work-to-rule actions, go-slows or similar labor difficulties involving a Party.

M. Notices. All notices or demands under this Agreement must be in writing and must be served personally or by overnight carrier or by registered or certified mail, return receipt requested, addressed to either Party at its address set forth below or to such other address or Party as may be provided in writing for this purpose.

If to QuadMed:

Quad/Med, LLC
Attn: CEO
W227 N6103 Sussex Road
Sussex, WI 53089

With a Copy to:

Quad/Graphics, Inc.
Attn: Legal Department
N61 W23044 Harry's Way
Sussex, WI 53089

If to Client:

See Signature Block, below.

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



counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the Effective Date first written above.

QUAD/MED, LLC

By: _____

Name: _____

Title: _____

Date: _____

PARTICIPATING ENTITIES:

Sheboygan County, a Wisconsin governmental body

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes: _____

City of Sheboygan, a Wisconsin municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes: _____

Sheboygan Area School District, a Wisconsin public school district

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes: _____

Town of Sheboygan, Wisconsin

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes: _____





ATTACHMENTS TABLE

Schedule A	Health Center Statement of Work
Schedule B	Sample Change Order
Schedule C	Compensation
Schedules D, 1 through 4	Eligibility



SCHEDULE A
HEALTH CENTER STATEMENT OF WORK

CENTER NAME AND ADDRESS:

<input type="radio"/> Existing Center	<input checked="" type="checkbox"/> New Center
Center Name:	Sheboygan InHealth Clinic by QuadMed
Center Address:	615 Pennsylvania Ave., Suite 3, Sheboygan, WI, 53081

STAFFING PLAN: The following is a listing of the staff that may be provided at the Center by QuadMed or Provider as applicable to the extent permitted by applicable law and/or and regulations:

Staff	FTE
Nurse Practitioner/Physician Assistant	2.0
Medical Assistant	3.0
Chiropractor	1.0
Total Weekly Health Center Staff FTE	6.0

CENTER HOURS OF OPERATION:

Weekly Total Hours:	To be determined by mutual agreement, no fewer than 40 hours per week
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SERVICES: Services are provided to the extent permitted by applicable law and/or and regulations in accordance with the licensure and other qualifications of the staff at the Center and subject to Equipment and Supplies available at the Center. In accordance with the foregoing, certain Services may be provided virtually by Center staff and similarly qualified remote staff during times Center staff is unavailable, including without limitation absences of Center staff due to illness, vacation or separation from employment.

SERVICE	✓	DESCRIPTION OF SERVICES
Center Implementation Services:		Center Implementation Services and associated charges are set forth in the Parties' mutually agreed upon Implementation Budget for the Center. Center Implementation Services relate only to the initial Statement of Work for the Center, unless the Parties otherwise agree in writing.

<p>Primary Care Center Services:</p>	<p>Services Typically Include:</p> <ul style="list-style-type: none"> • Preventive care / physical examinations including school, sports, camp, well-woman, and well-man exams • Routine immunizations including, flu shots, tetanus, hepatitis • Allergy shots • Specialist e-consult/referral management services • Routine lab services and biometric screenings • Basic condition management and monitoring • Non-emergency urgent and acute care services for personal medical conditions such as for cough, cold, flu, minor suturing, and other minor primary care procedures • Coordination of referrals for specialist visits or additional diagnostics and follow up • Scheduling appointments; general questions; telephonic nursing for common ailment calls which may include interviewing, assessment/evaluation, guidance, and/or referral
OTHER HEALTH CENTER AND PROGRAM SERVICES	DESCRIPTION OF SERVICES
Population Health and Wellness Service Program	X Flu Events (see <i>Flu Events</i> detail in Services Attachment, as applicable)

Revenue Cycle Management Program	Encounter data report to Client's designated data aggregator(s)
	Collection of Center Access Fee (Co-Pays)
	X Collection of Center Access Fee (Co-pays) and Filing Payor claims on behalf of Client and Participant balance statement preparation and payment processing (no debt collection activities)
	Collection of Center Access Fee (Co-pays), and, Filing Payor claims on behalf of Client, and, Participant balance statement preparation; and, Payment processing (no debt collection activities); and, Payor remittance processing; and, Payor payment posting

ANCILLARY SERVICES (Check as applicable):

QuadMed Provides	Client Provides	Service
	X	Facility Security
X		Janitorial Services
X		General Waste removal
X		Biohazard Waste removal
X		Laundry Services
X		Medical gasses
X		Reference Laboratory Charges

BUDGET(S):

QuadMed Implementation Budget: See Schedule C, below.

QuadMed Initial Budget: See Schedule C, below.

OTHER TERMS APPLICABLE TO THIS SOW:

Receipt of Data for Analysis and Reporting:

Client agrees that Client and/or the Client's identified Business Associate(s) will disclose or permit disclosure and use of minimum necessary PHI data to QuadMed and/or QuadMed's identified Business Associate(s). Such PHI data shall include, but not be limited to, any detailed medical and pharmacy benefit management (PBM) claims data for all of Client's employees and dependents to be received for healthcare operations and payment purposes, which shall be deemed as Health Information as defined in the Agreement. Such data will be disclosed in furtherance of specified legally allowable purposes in accordance with the Services under the Agreement, including without limitation, for QuadMed to develop analytic reports, statistics, benchmark data, and similar evaluative assessments to support Client's benefit development, total population health analysis, health care services utilization and payment evaluation, health care delivery and operations, quality assessments, and reimbursement.



Client acknowledges and agrees that QuadMed will administer flu vaccines to QuadMed health center staff utilizing center equipment and supplies and the associated costs of such will continue to be covered by the Client's Annual Budget.



SCHEDULE B
SAMPLE CHANGE ORDER

Change Order	
To	
_____entered into on _____, 201_ by and between Quad/Med, LLC and _____.	
Change Order No: _____ _____, 201_	Date Submitted:

The Parties agree to amend the current services, fee schedules, staffing, hours of operation, Budgets and the Agreement as outlined in this Change Order. Such changes may also impact the schedules, the targeted opening dates or other timelines previously discussed. QuadMed shall not be required to provide the services set forth in this Change Order unless the Parties have otherwise mutually agreed on payment terms. Change Orders not returned and approved in writing by both Parties within thirty (30) days from the date submitted shall be deemed to be rescinded. If there is a conflict between the terms of the Change Order and the Agreement, the terms of this Change Order shall prevail. All other terms of the Agreement shall remain in full force and effect. All capitalized terms herein shall have the same definition as outlined in the Agreement.

Please check all that apply.

STAFF:

Requested Change	Staff	Center	FTE
<input type="checkbox"/> Delete <input type="checkbox"/> Add			

Effective Date:_____

NEW CENTER HOURS OF OPERATION:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

CHANGE IN SERVICES:

<input type="checkbox"/> Yes (See Attachment __) <input type="checkbox"/> No
Effective Date:_____

ANNUAL or CHANGE IN BUDGET:

<input type="checkbox"/> Yes (See Attachment __) <input type="checkbox"/> No
Effective Date:_____

Other Notes/Comments: _____



QUAD/MED, LLC

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE C
COMPENSATION

Detailed Onsite Clinic Costs and Projected Utilization			
	Updated		
	2026	2027	2028
Annual Operating Costs			
Salaries, Wages, and Benefits			
Physician Oversight	27,040	28,122	29,246
Nurse Practitioner	310,916	322,836	335,233
Registered Nurse	-	-	-
Chiropractor	120,000	124,800	129,792
Medical Assistant	100,000	104,000	108,160
Medical Assistant/Health Center Manager	60,000	62,400	64,896
Replacement Costs			
Staff benefits, taxes, retirement, STD, LTD and PTO	203,623	211,610	219,916
Total Salaries, Wages and Benefits (should equal sum from Exhibit B)	821,579	853,767	887,242
Medical Supplies			
Medical Supplies	10,986	13,623	16,453
Pharmaceutical Supplies	-	-	-
Immunizations/Vaccinations	53,113	59,005	65,283
Total Medical Supplies	64,099	72,628	81,737
Supplies + Fees			
Office Supplies	4,137	5,140	6,216
Lab Supplies	1,686	2,631	3,832
Reference Lab Services	5,620	8,433	11,811
Technology Services	15,720	16,349	17,003
Computer Supplies	58,521	59,919	61,372
DataLines	3,000	3,000	3,000
IT Security (Technology Services)	4,400	4,576	4,759
Payment Processing Fees	-	-	-
Total Supplies and Fees	93,084	100,048	107,994
Insurance			
Medical Malpractice Insurance	12,600	13,104	13,628
Other Insurance	-	-	-
Total Insurance	12,600	13,104	13,628
Other Expenses			
Dues & Subscriptions	-	-	-
Licenses & Certifications	1,500	1,500	1,500
Staff Recruitment	-	-	-
Laundry & Uniforms	3,103	3,855	4,662
Medical Waste Removal	1,200	1,248	1,298
Professional Development (Education & Conference)	12,840	12,840	12,840
Promotion & Communication	8,870	9,130	9,401
Travel	5,600	5,824	6,057
Participant Services (Nurse Triage, e-Consults)	8,471	10,131	11,792
Equipment Maintenance and Replacement	5,000	5,200	5,408
Janitorial	14,650	15,236	15,845
Total Other Expenses	61,234	64,964	68,802
Management Fee			
General & Administrative Services	222,531	231,258	240,334
Management Fee	83,656	92,231	108,140
Total Management Fees	306,187	323,489	348,475
Total Fees			
Total Operating Expenses	1,358,782	1,428,000	1,507,878
Net Operating Expenses (Total Operating - Medical Supplies)	1,294,683	1,355,372	1,426,141
BAFO			
Credit \$100k over 3 years	(50,000)	(25,000)	(25,000)
Total Fees after BAFO			
Total Operating Expenses	1,308,782	1,403,000	1,482,878
Net Operating Expenses (Total Operating - Medical Supplies)	1,244,683	1,330,372	1,401,141
Implementation			
Implementation Fees	-	-	-



SCHEDULE D – 1

Sheboygan County - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X



SCHEDULE D – 2

City of Sheboygan - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X
Retirees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	



SCHEDULE D – 3

Sheboygan Area School District - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X



SCHEDULE D - 4

Town of Sheboygan - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X