

MARY ANNE MUELLER
Corporation Counsel
JEFFREY A. MANN
Assistant Corporation Counsel
CATHERINE B. SCHERER
Assistant Corporation Counsel



TAMRA J. ADOLF
Paralegal
KRISTL S. THOMPSON
Paralegal
DAWN D. SAMPSON
Paralegal

AUTUMN J. BRUEGGEMANN
Administrative Associate

The Wave of the Future
Winnebago County
Office of Corporation Counsel

mmueller@co.winnebago.wi.us * trosenthal@co.winnebago.wi.us
jmann@co.winnebago.wi.us * tadolf@co.winnebago.wi.us
cscherer@co.winnebago.wi.us * kthompson@co.winnebago.wi.us
abrueggemann@co.winnebago.wi.us

MEMORANDUM

TO: Winnebago County Board of Supervisors
FROM: Mary Anne Mueller, Winnebago County Corporation Counsel
DATE: September 21, 2021
Re: Contract between Winnebago County and Premise Health

Attached is a revised contract between Winnebago County and Premise Health Employer Solutions, LLC that should replace the contract accompanying Resolution number 212-092021, approving contract for operation of 3 Waves Health Clinic by Premise Health Employer Solutions LLC. The major revisions involve carving out an exception for late fees 1.2(d), narrowing the scope of liability 7.4, and having Wisconsin law be the governing law of the contract 7.6.

cc: Mike Collard, Winnebago County Director of Human Resources

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “Agreement”) is made as of the 21st day of September 2021 (the “Effective Date”) between **Winnebago County, Wisconsin**, a political subdivision of the State of Wisconsin and organized and existing pursuant to the Wisconsin Constitution, for and on behalf of its health and welfare plan, to the extent applicable, having its principal place of business at 112 Otter Avenue, Oshkosh, WI 54901 (“Client”), and **Premise Health Employer Solutions, LLC**, a Delaware limited liability company having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027, together with any applicable Affiliated P.C., as defined herein, which may be necessary to perform the services (collectively “Premise Health”). Client and Premise Health are each a “Party” and together the “Parties.”

RECITALS

WHEREAS, Premise Health establishes, operates, and manages employer-sponsored health centers, and employee health and wellness programs; and

WHEREAS, Client desires to engage Premise Health to provide certain services, which will be more fully described in a Statement of Work (“SOW”) attached hereto; and

WHEREAS, Client intends to enter into a separate cooperation agreement with two other political subdivisions of the State of Wisconsin such that all three (each, a “Collaborating Group”: and collectively, “Collaborating Groups”) may have access to services provide by Premise Health pursuant to each Collaborating Group’s agreement with Premise Health; and

WHEREAS, Client desires to retain and engage Premise Health to establish and manage certain health centers (each a “Health Center”) and to provide or arrange for the provision of dedicated healthcare services at each Health Center, as the case may be, to serve the needs of Client employees and such other individuals as may be mutually agreed by the Parties (“Members”); and

WHEREAS, Premise Health desires to provide such services to Client under the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **ENGAGEMENT**

1.1 Services, Statement of Work.

- (a) Premise Health Obligations. Premise Health will:

(i) Perform a wide range of services ("Services") during the term of this Agreement. Such Services will be specifically described in the SOW, attached hereto as Exhibit A and incorporated herein by this reference.

(ii) Furnish qualified employees and independent contractors (collectively "Premise Health Personnel") and provide such supplies and equipment as may be reasonably necessary to provide the Services.

(iii) Arrange for and deliver healthcare services provided by one or more licensed physicians, nurse practitioners, physician assistants, licensed practical nurses, medical assistants, pharmacists, or other healthcare personnel (collectively "Health Care Personnel") who shall examine and/or treat Members at the Health Center or shall directly supervise the provision of Services by other Premise Health Personnel, as required by applicable medical practice acts, nurse practice acts, or other laws. References in this Agreement to the Premise Health Personnel include, as applicable, the Health Care Personnel.

(b) Client Obligations. Client will:

(i) Client will at its expense, reimburse Premise Health for the provision and maintenance of facilities and premises suitable for the Health Center and the provision of associated utilities, including, without limitation, water, electricity, HVAC, telephone, cable, high speed internet access lines, and any other services, as determined by the Parties and as detailed in the SOW and Budget.

(ii) Client will also, at its expense, provide to Premise Health a minimum of twenty-four (24) months of medical and pharmacy claims and enrollment data collected from Client health and wellness vendors (i.e. third party administrators) as well as eligibility data for current Members (collectively, "Member Data"). Client will execute, and will cause its vendors to execute, all documents as requested by Premise Health from time to time to effectuate this provision. Client is solely accountable for the accuracy, completeness, reliability, and timeliness of all Member Data provided to Premise Health. Any omissions or errors in transferring the Member Data to Premise Health will be the sole responsibility of Client.

(c) Mutual Obligations. To the extent Premise Health may perform services that meet the definition of a Business Associate, as defined in 45 C.F.R § 160.103, to Client, in its role as a Covered Entity also defined in 45 C.F.R. §160.103, the Parties agree to execute the Business Associate Agreement attached hereto as Exhibit D.

1.2 Budget and Invoicing.

(a) Budget. Detailed descriptions of the operating expenses, including both shared and direct expenses, relating to the SOW will be set forth in the budgets for the SOW for each year of the Term (the "Budgets"), attached hereto as Exhibit B, with each "Budget Year" being a consecutive 12-month period commencing on the Effective Date. The projected expenses

identified in the Budgets are based upon estimated utilization of the Services and, therefore, are subject to change. Each Budget will include all personnel costs, management fees (which equal an agreed upon percentage of personnel costs), and operating expenses. Operating expenses include, among other things, information systems costs, medical supplies, utilities, equipment, travel expenses, and outside services and will be billed in accordance with the Budget. Client acknowledges and agrees that the Budget takes into account the other Collaborating Groups. For the purposes of determining Client's share, where applicable, Premise Health shall multiply the Client's utilization of appointments by the total Health Center expenses. To calculate the Client's utilization of appointments, Premise Health shall divide the Client's total booked appointments for the period by the Collaborating Group's, including Client, total booked appointment for the same period, with the quotient being Client's utilization of appointments. If the Parties agree to extend the Term of this Agreement, then the Parties will agree upon a new Budget at least 30 days prior to the effective date of the renewal. In the event that the Parties have not agreed upon the revised Budget by the effective date of the renewal, then each category of expense on the Budget will increase by a maximum of 7%, which will constitute the Budget for the Budget Year then commencing.

(b) Expenses. Client agrees to pay the expenditures necessary for the operation and management of each Health Center as defined in the SOW (such expenditures referred to collectively as the "Expenses"). For the purposes of determining Client share of Expenses with the Collaborating Groups, utilization shall look at all appointments by Client divided by the appointments by all Collaborating Groups with the quotient being Client percentage share. Client agrees to pay any additional Expenses reasonably required by Premise Health to deliver the Services and/or which have been approved in advance by Client.

(c) Invoicing. Premise Health shall invoice Client for the Services described in the SOW or any subsequent SOW or approved Budget, as well as the Expenses set forth in the Budget and consistent with the allocation among the Collaborating Groups described above. All Premise Health invoices (except those which are subject to good faith dispute for reasons set forth in writing within 15 business days of submission) shall be payable 30 days from the date of the invoice. If any amount is disputed by Client in good faith, Client shall timely notify Premise Health prior to the due date of the invoice and the Parties shall negotiate in good faith to resolve the dispute.

(d) Late Fees. Unpaid invoices shall accrue interest at the rate of 1.5% per month beginning 10 days following the due date of the invoice, unless Client has provided timely notice to Premise Health of a good faith dispute pursuant to Section 1.2(c). In the event of non-payment, Premise Health shall be entitled to its reasonable attorneys' fees and other costs of collection, including the costs and expenses of Premise Health staff and/or consultant services associated therewith. Upon termination of the Services for any reason, no later than the effective date of termination, Client shall pay Premise Health all unpaid amounts due under this Agreement, including amounts due for Services rendered up to and including the date of termination.

1.3 Independent Contractor. Premise Health shall act as and be deemed to be an independent contractor when providing and performing Services under this Agreement. Nothing contained in this Agreement creates a relationship of master/servant, employer/employee, agent,

partnership, or joint venture between Client and Premise Health or between Client and any Premise Health Personnel.

Client does not control the specific manner of performance of Premise Health's duties hereunder. In no event shall Client exercise control and/or management over the employment, discharge, compensation, and/or working conditions of any Premise Health Personnel. The scope of professional medical practice vests exclusively with the appropriate Premise Health Personnel.

1.4 Legal Compliance. Each Party shall comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances.

1.5 Qualifications, Permits, and Licenses. Only professionally licensed and properly supervised Premise Health Personnel shall perform the Services described in this Agreement. Premise Health and/or its subcontractors shall obtain all necessary permits, licenses, and certifications required to perform the Services. Each Party will cooperate fully with the other Party in furnishing any necessary information required in connection with the preparation, distribution, and filing of any applications and notices that may be required by any federal, state, and local government or regulatory agencies relating to the operation of a Health Center.

Premise Health or its Affiliated P.C. (as defined below) shall supervise and oversee Premise Health Personnel who provide or contribute to the provision of Services. Premise Health shall make work assignments, correct deficient performance, and perform all other aspects of supervision and management of Premise Health Personnel.

1.6 Affiliated P.C. and Practice of Medicine. Premise Health may, in its sole discretion, delegate or assign its obligation to perform certain of the Services under this Agreement to a professional corporation, professional association, or similarly structured legal entity, duly qualified in the state where each Health Center is located with which Premise Health or one of its subsidiaries maintains a management services agreement (an "Affiliated PC"). The Affiliated P.C. shall be owned by a licensed physician or as otherwise permitted by law. References to Premise Health include, as applicable, the Affiliated P.C.

Neither Premise Health nor Client shall engage in the practice of medicine nor in any way direct or control the practice of medicine or health services required to be provided by a licensed medical practitioner. Any medical or health services to be provided under this Agreement shall be provided solely by and under the direction of Health Care Personnel.

ARTICLE II INSURANCE

2.1 Premise Health Insurance.

(a) **Types of Coverage.** Premise Health shall maintain the following insurance coverages during the term of the Agreement and any applicable statutes of limitation or repose:

(i) Statutory Workers' Compensation and Employers' Liability as required by applicable statute including (blanket) waiver of subrogation to Client, where allowed by law;

(ii) Comprehensive General Liability with coverage for bodily injury (including death) and property damage with a minimum of \$2,000,000 per occurrence and a \$6,000,000 aggregate naming Client as an additional insured;

(iii) Auto insurance with combined single limit of \$1,000,000 per occurrence;
and

(iv) Professional Liability insurance, including broad form medical malpractice insurance, with combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate, naming Client as additional insured, and "tail", as described in Section 2.1(d) below.

Client will reimburse Premise Health for the insurance coverages described above, as set forth in the Budget and consistent with the allocation among the Collaborating Groups described above in Section 1.2.

(b) Carrier; Evidence of Coverage. All Premise Health coverage required hereunder will be provided by carriers having a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII, *provided, however*, that certain primary layer Premise Health coverage required hereunder will be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, its subsidiaries and affiliates. All insurance carriers used by Premise Health will be licensed and qualified to do business in the state in which the Health Center is located. Any excess (umbrella) coverage to the primary layer carrier will have a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII. Evidence of coverage hereunder will be provided prior to the commencement of Services under this Agreement. Coverage hereunder shall not be subject to cancellation on less than 30 days' written notice

(c) Coverage of Contracted Personnel. Premise Health shall ensure that all contracted personnel engaged by Premise Health maintain insurance coverage of the type and in the amounts required to perform the Services.

(d) Coverage after Agreement Termination or Expiration. Following expiration or termination of this Agreement, Premise Health shall continue to provide claims made professional liability coverage to Client related to the Services provided by Premise Health during the Term (as defined hereinafter). The cost for such coverage (commonly known as "tail coverage") shall be calculated based on the professional liability allocation charged for the Budget Year during which such termination or expiration occurs and shall be equal to an additional two year's cost of professional liability coverage. Client shall reimburse Premise Health for the tail coverage expense within 30 days following the effective date of expiration or termination of this Agreement. If Client fails to reimburse Premise Health for the tail coverage expense, then the

provisions of the Agreement addressing indemnification of the Client (in Article III below) may not survive termination or expiration of this Agreement.

2.2 Client Insurance. Client shall maintain at its own expense the following insurance coverages during the term of this Agreement and any applicable statutes of limitations or repose:

(a) Statutory Worker's Compensation Insurance as required by applicable statute.

(b) Comprehensive General Liability with coverage for bodily injury (including death) or property damage with a minimum of \$1,000,000 per occurrence.

(c) Commercial Property insurance on a Special or "All Risk" form covering Client's property as well as Premise Health's property in Client's care, custody, and control with minimum limits adequate to cover such risks on a 100% replacement cost basis.

2.3 Cancellation, Expiration, or other Reduction in Coverage. Neither Party will allow any of its respective policies required pursuant to the terms of this Agreement or any part or portions thereof to be canceled, allowed to expire, or reduced in scope of coverage (other than as a reduction in the limits of insurance solely due to claim payments) until at least 10 days prior written notice thereof has been given to the other Party.

2.4 Evidence of Insurance. Prior to the Effective Date, each Party will furnish to the other certificates evidencing that all insurance required hereunder is in full force and effect. Upon request, upon renewal of this Agreement, and/or in the event of a policy change, each Party will furnish new or updated certificates evidencing insurance then in effect.

2.5 Failure to Maintain. In the event that either Party fails to procure or maintain in full force and effect any of the insurance required pursuant to this Article II, the other Party shall have the right to terminate this Agreement for breach as set forth in Section 6.2(a).

2.6 Deductibles and Self-Insured Retentions. All self-insured retentions and/or deductibles on any referenced insurance coverages must be borne by the insured Party. Such Party shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance may be required if it is likely that such aggregate will be exceeded. Such insurance shall be subject to the terms, conditions, and exclusions that are usual and customary for this type of insurance.

2.7 Insurance Carrier Insolvency. The insolvency, bankruptcy, or failure of any insurance company, providing coverage as required herein, shall not relieve either Party of its obligations under this Article II.

ARTICLE III **INDEMNIFICATION**

3.1 Indemnity Obligation. Each Party (the “Indemnifying Party”) agrees to defend, indemnify, and hold the other Party (the “Indemnified Party”) harmless against any loss, damage, expense, or cost, including reasonable attorney’s fees, arising out of any third party claim, demand, action, suit, investigation, arbitration, or other proceeding by a third party (“Action”) based upon: (i) the Indemnifying Party’s material breach of any duty, representation, or warranty set forth in this Agreement; or (ii) any claim attributable to the Indemnified Party’s material compliance with any policy, limitation, and/or directive placed on it by the Indemnifying Party. Notwithstanding the foregoing, neither Party shall be entitled to indemnification to the extent that its own action or inaction, not directed by the other Party hereunder, caused or contributed to the underlying claim.

3.2 Indemnity Notice. If any Action is brought against a Party, or a Party receives a notice of an Action, that Party shall promptly deliver written notice of such Action to the Indemnifying Party (the “Indemnification Notice”). An Indemnification Notice shall: (i) provide the basis for indemnification; and (ii) include copies of all relevant pleadings, demands, and other documents relevant to the Action. Failure to deliver the Indemnification Notice to the Indemnifying Party shall not relieve the Indemnifying Party from its indemnification obligation, except to the extent that the Indemnifying Party is prejudiced by failure to timely deliver the Indemnification Notice. Any legal expenses and costs incurred by the Indemnified Party prior to delivering the Indemnification Notice shall not be subject to indemnification.

3.3 Indemnity Procedure. The Indemnifying Party shall deliver notice of intent to defend the Action in whole or in part to the Indemnified Party within 60 days of receipt of the Indemnification Notice. If the Indemnifying Party or its insurer defends an Action, the Indemnifying Party shall select, retain, and bear the cost of legal counsel. The Indemnifying Party may, in its sole discretion, defend, contest, or resolve any Action; *provided, however*, that any compromise or settlement of an Action shall require either: (i) an unconditional and full release of the Indemnified Party (with no admission of fault by the Indemnified Party), or (ii) prior written consent of the Indemnified Party, which shall not be unreasonably withheld, delayed, or conditioned. The Indemnified Party may participate in such proceedings at its expense and represented by separate legal counsel.

ARTICLE IV

CONFIDENTIALITY, INTELLECTUAL PROPERTY, AND SECURITY

4.1 Confidentiality.

(a) **Confidential Information.** In order to provide Services, Premise Health and/or Client may be furnished with, receive, or otherwise have access to information and materials considered confidential and/or proprietary by the disclosing party (“Confidential Information”). Confidential Information includes all information, in any form, furnished orally or in writing, made available directly or indirectly to a Party (“Receiving Party”) that relates in any way to the Party providing such information (“Disclosing Party”); its existing or former employees or participants; existing, former, or potential customers; or other third parties with whom the Disclosing Party has a business relationship. Confidential Information also includes (i) any information that, under the circumstances, should reasonably be considered to be confidential and/or proprietary to a Party in the normal course of business and (ii) “Personal Information”, as

defined hereinafter. Without limiting the generality of the foregoing, the identity of Health Care Personnel and/or health centers, Premise Health costing and pricing data, and means and methods of business operations are confidential and proprietary.

For purposes of this Agreement, "Personal Information" shall mean information provided to Premise Health by or at the direction of Client, to which access is provided in the course of Premise Health's performance of the Services described in this Agreement or in order to facilitate Premise Health's contact with Client's employees who are eligible for the Services but who are not Patients, that identifies an individual (by name, signature, address, telephone number, or other unique identifier, including a social security number), and can be used to authenticate that individual (including, without limitation, passwords or PINs, unique identification numbers, answers to security questions, or other personal identifiers). Premise Health and Client shall maintain any and all such information in confidence, without disclosing same to any third party without the prior written permission of the Disclosing Party, unless disclosure is required for performance of the Services or for communication with Client's employees who are eligible for Services. Unless excluded pursuant to Section 4.1(b), all information received, developed, or otherwise acquired under this Agreement is presumed to be confidential.

(b) Exceptions. Confidential Information shall not include information that is: (i) already lawfully known by the Receiving Party prior to receiving such information from the Disclosing Party; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the Receiving Party; (iii) subsequently disclosed on a non-confidential basis by a third party not having a confidential relationship with the Disclosing Party and such third party rightfully acquired such information; (iv) independently developed by Receiving Party without reference to materials of the Disclosing Party; or (v) communicated to a third party on a non-confidential basis with the express written consent of the Disclosing Party. The foregoing exceptions do not apply to the disclosure of Personal Information or PHI (each as defined below), which shall not be disclosed without the prior written consent of the employee or person to whom the disclosure pertains, unless permitted or required by law.

(c) Standard of Care. Receiving Party shall keep and maintain all Confidential Information received from Disclosing Party in strict confidence and shall protect Confidential Information with at least the same degree of care (and in any event no less than reasonable care) that it uses to protect its own Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, contractors, officers, directors, agents, or other representatives (collectively "Agents") as necessary to perform its obligations hereunder, provided that the Receiving Party shall remain liable to the Disclosing Party for any breach of Confidentiality by its Agents.

(d) Legal Disclosure. If the Receiving Party is required by law to disclose Confidential Information of the Disclosing Party, it shall, to the extent allowed under applicable law, give prompt advance written notice of such requirement to the Disclosing Party. Reasonable efforts shall be made to provide notice in sufficient time to allow the Disclosing Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the Receiving Party shall reasonably cooperate in such efforts.

(e) Protected Health Information. Medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996, along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be deemed Confidential Information of Client nor shall Client have any right to review or access such Protected Health Information except as provided by law. The Parties agree and acknowledge that Premise Health-created medical records containing PHI, as well as any other documents subject to HIPAA, created or maintained by Premise Health are the records of Premise Health or Premise Health Personnel. In addition, notwithstanding anything to the contrary set forth in this Agreement, data pertaining to the wellness of any individual that is generated as a result of using the wellness or fitness related services provided by Premise Health is defined as "Personal Wellness Data." Personal Wellness Data shall not be deemed to be Confidential Information of Client, nor shall Client have any right to review or access such Personal Wellness Data. The Parties agree and acknowledge that Premise Health created records containing Personal Wellness Data are the records of Premise Health or Premise Health Personnel.

4.2 Intellectual Property.

(a) Ownership of Intellectual Property. For purposes of this Agreement, the term "Intellectual Property" shall mean all current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trademarks, trade secrets, and all other intellectual property rights and the related documentation or other tangible expression thereof. "Premise Health Intellectual Property" means the Premise Health developed, authored, invented (whether or not registered) Intellectual Property used in connection with Premise Health's performance under this Agreement at the Health Center. "Client Intellectual Property" means the Client developed, authored, invented (whether or not registered) Intellectual Property used in connection with Client's performance under this Agreement. Premise Health will own and retain all worldwide right, title, and interest in and to the Premise Health Intellectual Property and Client will own and retain all worldwide right, title, and interest in and to the Client Intellectual Property. Neither Premise Health nor Client will alter or delete any copyright or other proprietary notice that may appear in the other Party's Intellectual Property without prior written consent of such Party.

(b) Client Intellectual Property. Subject to the terms of this Agreement, Client grants to Premise Health a worldwide, nontransferable, non-exclusive, royalty-free license to use the Client Intellectual Property during the term of this Agreement and for any transition services as outlined in Section 6.3(b) solely to enable Premise Health to provide the Services, and for the exercise of Premise Health's rights and the performance of Premise Health's duties contemplated in this Agreement.

(c) Premise Health Intellectual Property. Subject to the terms of this Agreement, Premise Health grants to Client a worldwide, nontransferable, non-exclusive, royalty-free license to use the Premise Health Intellectual Property during the term of this Agreement and for any transition services as outlined in Section 6.3(b) solely to enable Client to provide the use of the Health Center to Premise Health and for the exercise of Client's rights and the performance of Client's duties contemplated in this Agreement.

4.3 Security. Premise Health shall maintain the security procedures and standards and engage in the security assessments and testing described in Exhibit C, attached hereto and incorporated herein by this reference.

ARTICLE V

AUDIT

5.1 Audit and Examination. During the Term and for a period of no more than one year thereafter, Client may, upon reasonable advance written notice, request an independent audit to verify the accuracy of Premise Health invoices submitted to Client pursuant to this Agreement. Client may select a reputable independent financial auditor (individually and collectively the "Client Auditors"). Premise Health shall provide access to Premise Health premises, systems, and documentation as Client Auditor may reasonably request. Notwithstanding anything to the contrary set forth above, a Client will not compensate an auditor fully or partially by a contingency fee arrangement based in whole or in part on what savings the person or entity can gather for Client, and Premise Health will not approve that arrangement as a Client Auditor for purposes of this Agreement.

(a) Audit Procedure. Such audits shall: (i) be performed during usual business hours and without unreasonable disruption of Premise Health business; (ii) commence on a mutually agreeable date provided that, unless otherwise agreed, such audit shall commence within 30 days after delivery of Client written request to Premise Health therefore; (iii) be performed not more often than once per Budget Year, unless the audit results in a Material Difference, as defined below; and (iv) be limited to a review of Variable Costs identified in the SOW Budget. A final determination shall occur when the Parties mutually agree to the results of an audit, which shall be no later than 30 days after the audit results are submitted to the Parties by the Client Auditor, or if the Parties cannot agree to a final determination, a determination is made by an independent third party appointed by mutual agreement of the Parties to resolve the dispute. For purposes of determining the proper amounts payable under the provisions of this Agreement, the right of the Client to audit in this Article V shall be limited to verifying time and materials supplied to Client and shall not include the right to audit or review underlying wage or cost information nor auditing the composition of any specified percent, fixed rate, or fixed fee referred to in this Agreement. Any audit hereunder shall be conducted only following execution of a confidentiality and non-disclosure agreement between Premise Health and Client Auditors. For purposes of this section, a "Material Difference" is a variance in excess of ten percent (10%) in a Variable Cost identified on a Budget.

(b) Records. To substantiate its charges, Premise Health shall maintain complete and accurate accounting records in accordance with generally accepted accounting standards relative to Services performed and materials provided hereunder.

(c) Cooperation. In connection with its obligations under this section, Premise Health shall reasonably cooperate and provide to Client Auditors, in a timely manner, all such assistance as Client Auditors may reasonably require in connection with any audit or examination. Client shall provide Premise Health with a reasonable time period to complete the requests of the Client Auditors. Client shall provide Premise Health with a copy of the results from any such audit upon Premise Health request.

(d) Reconciliation. In the event that there is a final determination by Client Auditors that funds are owed by Premise Health to Client, or by Client to Premise Health, such funds will be remitted to the Party to which they are owed no later than 60 days after receipt of the final determination.

ARTICLE VI

TERM AND TERMINATION

6.1 Term. The term of this Agreement shall begin as of _____ (the “Commencement Date”) and have an initial term of three years from the Commencement Date (the “Initial Term”), unless earlier terminated as provided herein. Thereafter, this Agreement shall renew for two successive one-year periods (collectively, the Initial Term and any renewals are the “Term”). Notwithstanding any provision to the contrary set forth in this Article VI, no termination of this Agreement shall be effective during and prior to the expiration of any patient notice period required to be given by Premise Health or its Health Care Personnel under applicable state or federal law.

6.2 Termination for Cause.

(a) Breach. In the event that either Party materially breaches any of its responsibilities hereunder and fails to cure such breach within 30 days of receiving written notice of the breach from the other Party (the “Breach Notice Period”), then this Agreement and any executed SOW shall automatically terminate at the end of such Breach Notice Period.

(b) Insolvency. In the event that either Party becomes insolvent, unable to pay its debts as such debts come due, or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action, or other proceeding seeking relief or protection from creditors under the bankruptcy laws or similar laws of the U.S. or any state of the U.S., this Agreement will terminate immediately upon written notice to the insolvent Party, without notice and/or opportunity to cure.

6.3 Effect of Termination.

(a) Outstanding Expenses. Upon expiration or termination of this Agreement, the Client shall pay Premise Health for its reasonable out-of-pocket expenses associated with the termination of Services, as well as payment of any outstanding amounts, including but not limited to any remaining amortized implementation costs, plus accrued interest, due to Premise Health, and any other amounts that may be due and owing to Premise Health by Client.

(b) Transition of Services upon Termination. If Premise Health has not terminated this Agreement pursuant to Section 6.2 and Client is not in breach of this Agreement, upon Client direction, Premise Health may provide reasonable assistance designed to facilitate the orderly transfer of the Services to Client or to any third party designated by Client. In such event, Premise Health will, in good faith and with reasonable input from Client, prepare and deliver a budget to Client for the Services contemplated under this section. Client shall pay such costs as incurred in accordance with the payment terms set forth in Section 1.2.

(c) Health Center Closure upon Termination. In the event that Client determines in its sole discretion to close the Health Center, Premise Health shall assist Client with development of a closure plan on a mutually acceptable schedule. Client shall compensate Premise Health at then applicable Premise Health time and material rates for any services provided under this Section that exceed those contemplated in the ordinary course of operation of each Health Center. Client shall pay such costs as incurred in accordance with the payment terms set forth in Section 1.2. Items may include, without limitation:

(i) Amounts owed by Premise Health for equipment leased or financed by Premise Health for use in each Health Center;

(ii) Reasonable stay bonuses, as agreed to by the Parties, required to facilitate the continued operation of each Health Center until the anticipated closing or transfer date;

(iii) Management fees up to and including the date on which Services provided to each Health Center end or such other date as may otherwise apply under the terms of this Agreement;

(iv) Amounts due pursuant to the terms of any non-cancellable contracts and/or commitments relative to the operation of a Health Center;

(v) Medical records shipping, maintenance, and storage costs and data conversion and transfer labor costs;

(vi) Travel and other administrative costs necessary to terminate and wind down Services; and

(vii) The costs of continued insurance coverage, including as provided under Section 2.1(d).

ARTICLE VII **MISCELLANEOUS**

7.1 Entire Agreement; Amendment. This Agreement, along with the schedules and exhibits hereto, constitutes the entire agreement of the Parties pertaining to this subject matter and supersedes all prior or contemporaneous agreements, undertakings, and understandings of the Parties in connection with the subject matter hereof, and it may be modified or amended only in writing duly signed by the Parties.

7.2 Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, without the prior written consent of Premise Health, Client shall not directly or indirectly recruit, solicit, attempt to hire, or hire, as an employee or as an independent contractor, Premise Health Personnel involved in providing Services to Client. If Client violates any of the restrictions set forth in this Section 7.2, Client shall pay to Premise Health an amount equal to one

hundred (100%) percent of the annual salary or fee paid by Premise Health to each individual recruited, solicited, or hired by Client in breach of this Agreement. The Parties agree that the amount specified herein is not punitive in nature and is a reasonable sum representing recruitment and training costs incurred by Premise Health.

7.3 Dispute Resolution. In the event of any dispute or disagreement between the Parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by either Party of its duties hereunder, each of the Parties shall appoint a designated officer to meet in good faith to resolve such dispute. No formal proceedings for judicial or other resolution of such dispute may commence until: (i) the Parties meet in good faith to resolve the dispute; and (ii) a Party determines, and its designated officer provides written notice to the other Party, that amicable resolution is unlikely.

7.4 Limitation of Liability. Except with regard to its indemnification obligations under Article III hereunder, Premise Health's liability is limited to direct damages and shall not exceed the amount that Client has paid Premise Health under this Agreement.

7.5 Litigation. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE, DEFEND, OR INTERPRET ANY RIGHTS OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT. The Parties agree that any cause of action based on or arising out of this Agreement shall be commenced within one year of the date of the event, act, or omission giving rise to the cause of action, without regard to the date the event, act, or omission is discovered. Any action not brought within that one year time period will be barred, without regard to any other limitations period set forth by law or statute. The Parties further agree that, in the event of any litigation with regard to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover from the non-prevailing Party all reasonable attorney and paralegal fees, costs, and expenses (at pre-trial, trial, and appellate levels).

7.6 Governing Law. This Agreement shall be construed in accord with the laws of the State of Wisconsin, without giving effect to the choice of law provisions thereof. The Parties hereby consent to the jurisdiction of the federal court of the State of Wisconsin regarding any dispute or controversy arising from or related to this Agreement and waive any privileges or immunities they have or may hereafter acquire which would otherwise foreclose a federal court in the State of Wisconsin from adjudicating such a dispute or controversy.

7.7 Notices. Any notice to be given hereunder by either Party shall be in writing and shall be deemed to be given if sent by registered or certified mail, and upon receipt by the other Party if sent by regular mail, email, or facsimile transmission addressed as follows:

If to Premise Health: Premise Health Employer Solutions, LLC
5500 Maryland Way
Suite 120
Brentwood, TN 37027
legal@premisehealth.com

Attention: Legal Department

If to Client: Winnebago County, Wisconsin
112 Otter Avenue
Oshkosh, WI 54901
Attention: _____

7.8 Business Contingency. Premise Health shall maintain a business contingency plan designed to address any emergency business shutdowns and shall provide such plan to Client upon request. In the event of an actual or perceived emergent issue, disaster, disruption of the Service, or outage, Premise Health shall promptly provide the Client with notice of the same and ongoing status updates.

7.9 Force Majeure. Neither Party shall be deemed to be in default of this Agreement if such Party is prevented from performing any obligation hereunder for a reason beyond its control, including but not limited to, acts of God, disease, war, civil commotion, fire, flood, or casualty, shortages of or inability to obtain labor, materials, or equipment, governmental shutdowns, regulations or restrictions, or unusually severe weather. In any such case, the Parties agree to negotiate in good faith to preserve this Agreement and the respective rights and obligations of the Parties hereunder to the extent reasonably practicable. A Party's financial inability shall not be deemed to be a matter beyond a Party's control.

7.10 Successors and Assigns. This Agreement and the rights and obligations of the Parties may not be assigned, nor the Services hereunder delegated, by either Party without prior written consent of the other, which consent shall not be unreasonably withheld or delayed, and any attempt to do so shall be null, void, and of no force of effect, except that Premise Health may assign its rights and delegate the Services hereunder to an affiliate or Affiliated P.C., or in connection with a sale, merger, acquisition, reorganization, or by operation of law without the prior written consent of Client, provided that any successor in interest shall be financially able to provide Services without material negative impact on Client. Except as provided herein to the contrary, this Agreement is binding upon and inures to the benefit of the Parties, their respective successors and permitted assigns.

7.11 Waiver of Default or Breach. No waiver by either Premise Health or Client of any default or breach of this Agreement operates as a waiver of any future default or breach, whether of like or different character or nature.

7.12 Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

7.13 Severability. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of the provision shall not affect any other provision hereof.

7.14 Counterparts; Signatures. Premise Health and Client may execute this Agreement in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties agree that signatures on this Agreement, as well as any other documents to be executed in connection with this Agreement, may be delivered by facsimile or an emailed PDF copy in lieu of an original signature, and that the Parties will treat facsimile or emailed PDF signatures as original signatures.

7.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. When used herein, the word “including” shall not be construed as limiting.

7.16 Signatory Authority. Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind such Party to all terms and conditions of this Agreement.

7.17 No Third Party Beneficiaries. This Agreement is enforceable only by Premise Health and the Client and no other person or entity has the right to enforce the terms and provision of this Agreement.

7.18 Expenses. Each Party shall pay its respective costs and legal, accounting, and other fees incurred in connection with the negotiation, execution, and consummation of this Agreement and any requirements or transactions related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first set forth above, intending to be legally bound hereby.

WINNEBAGO COUNTY, WISCONSIN

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Premise Health Statement of Work Exhibit A

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the “SOW”) are effective as of September 21, 2021 and attached to, made a part of, and governed by the Master Services Agreement, effective September 21, 2021 by and between Winnebago County, Wisconsin (“Client”) and Premise Health. To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I LOCATIONS AND SERVICES OFFERED BY LOCATION

Premise Health operates the Three Waves Clinic (“Health Center”) at:

- 292 Ohio St. Oshkosh, WI 54902

Premise Health provides the products and services:

Products & Services
Primary Care Schedule 1
Women’s Health Schedule 1, Section 1.5
Pediatrics Schedule 1, Section 1.6
Connected Care+ Schedule 2
DOT Medical Exams Schedule 3
Laboratory Services Schedule 4
Occupational Health Schedule 5
Drug/Alcohol Testing Schedule 5, Section 1.5
Physical Therapy Schedule 6

Provider Dispensing Schedule 7
Travel Medicine Schedule 8
Vaccines – Flu Only Schedule 9
Vaccines – Other than Flu Schedule 10
Vendor Summit Schedule 11
Wellness Coaching Schedule 12

ARTICLE II

DAYS AND HOURS OF OPERATION

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time. Timeline for implementation of physical therapy services will be defined in subsequent contract amendment and hours will be finalized prior to the launch of this services line.

Core Services	Operating Schedule
Primary Care	Monday, Tuesday, Thursday 7:00am - 5:00pm Wednesday 7:00am - 6:00pm Friday 7:00am – 12:00pm
Connected Care+	Monday – Friday 8:00am – 5:00pm
Occupational Health	Monday, Tuesday, Thursday 7:00am - 5:00pm Wednesday 7:00am - 6:00pm Friday 7:00am – 12:00pm
Physical Therapy	
Wellness Coaching	Monday, Tuesday 8:30am-5:00pm Wednesday, Thursday 7:00am-5:00pm Friday 7:00am – 12:00pm

ARTICLE III

STAFFING MODEL

The Health Center is staffed with Premise Health personnel, as described in the table below and in the budget, included as Exhibit B. All clinical staff members are appropriately licensed or certified, as applicable, to perform the functions of the positions for which they were hired.

Locations are staffed with Premise Health personnel as detailed below.

Positions	Full Time Equivalency
Physician	1.0 FTE
Nurse Practitioner	0.5 FTE
RN/Health Center Manager	1.0 FTE
LPN/Medical Assistant	2.0 FTE
Receptionist/Administrative Assistant	1.0 FTE
Physical Therapist	1.0 FTE
Wellness Coach	1.0 FTE

ARTICLE IV ELIGIBILITY

The table below identifies the eligible Participants for each Service. “Participants” may include, Employees, Dependents, Contingent Workers, and Guests, as defined below.

Products & Services	Participants
Primary Care	Employees & Dependents
Biometric Screening Events	Employees & Dependents
Connected Care+	Employees & Dependents
Occupational Health	Employees
Physical Therapy	Employees & Dependents
Wellness Coaching	Employees & Dependents

4.1. Employees of Client who participate in Client’s medical plans (“Employees”) and eligible dependents of Employees (“Dependents”). Occupational Health services are offered to all employees regardless of medical plan enrollment.

ARTICLE V CORPORATE SUPPORT SERVICES

Premise Health corporate infrastructure and management teams support the operations of all Services included in this SOW.

5.1. Clinical and Operations Management.

(a) Premise Health Personnel conduct quarterly onsite visits to support the onsite Client team, attend business reviews with Client, and align with Client’s expectations. Regional Operations leadership will conduct a telephone interview with Client contacts at least once per calendar year to assess

satisfaction. Additionally, Client contacts will be invited to participate in an annual Client Satisfaction telephone interview conducted by a third party.

(b) Premise Health support of the professional team includes training and guidance on corporate practices and information systems, performance oversight, and adherence to professional practice standards.

(c) Premise Health will maintain a safe and compliant environment, including the provision and maintenance of equipment, supplies, and inventory.

(d) Premise Health will administer a Participant satisfaction survey. An alternative electronic or paper survey will be employed with other platforms. Client will receive aggregate results and benchmarking metrics.

5.2. Technology.

(a) Electronic medical record platform for health centers provides clinical and operations workflow integration and Participant engagement functionality with real-time access to tools and resources. Musculoskeletal programs utilize an additional software that measures clinical and efficiency outcomes.

(b) Onsite technology hardware is acquired and maintained by Premise Health on behalf of Client and is owned by Client. Replacement of hardware and technology licenses will be billed as incurred at the commencement of the third year of the Agreement or as needed and approved by Client.

ARTICLE VI REVENUE CYCLE MANAGEMENT

Revenue Cycle Management ("RCM") is responsible for the management of claims processing with employer-sponsored third party administrators and payers, management of all payments received from payers and members, and ensuring the data quality for invoices created in the professional billing system for the Health Center.

6.1. Implementation and ongoing services.

(a) Develop a fee schedule to be used in conjunction with member services.

(b) Consultation in determination of appropriate Benefit Plan Design set up and implementation for each Employer Sponsored plan.

(c) Development of RCM workflow, including billing and collection methodology based on the Client's benefit plan structure.

(d) Perform periodic updates based on Client Benefit Plan design and Payor changes.

(e) Provide dedicated account management team for ongoing client and operational support.

6.2. Claims submission.

- (a) Coordinate claims submission, where applicable, with designated Employer Sponsored Payor(s)
- (b) Administer Client specific network or payor enrollment based upon the client and payor requirements.
- (c) Complete clearinghouse set up with applicable payor(s) for sending claims and receiving responses electronically between the payor(s) and Premise Health's Revenue Cycle Management team.

6.3. Administration.

- (a) Responsible for setting up member statements and providing a toll-free customer service for member inquiries, if applicable.
- (b) Establish bank and merchant processing services required for revenue cycle management including the collection of member and/or payor recoveries, if applicable.
- (c) Responsible for receiving and posting all member and payor recoveries to the member accounts in the applicable professional billing system, if applicable.
- (d) Perform quality coding reviews/audits in conjunction with ongoing coding education.
- (e) Apply claims edits and manage system work queues to meet payor requirements, client requirements and to ensure the integrity of the data for each encounter.
- (f) Generation of member statements for outstanding balances dependent upon the self-defined member preferences.
- (g) Should Client request that Premise Health update multiple fee schedules, develop integration with additional third-party administrators or payors (including non-ESI) or conduct billing or revenue cycle management activities not in accordance with onsite industry best practices or included in this SOW, additional fees may be applicable.
- (h) RCM services shall be provided in accordance with Premise Health RCM policies.

ARTICLE VII **LABORATORY CONSOLIDATION AND BILLING**

Premise Health provides one Client-billed and one insurance-billed account per lab vendor. Participants are billed for lab services by Premise Health according to the established fee schedule. Insurance-billed accounts are billed by the lab vendor to insurance and Participants receive an invoice from their insurance company as they would in the community.

ARTICLE VIII **REPORTING AND RETURN ON INVESTMENT**

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and

add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings.

ARTICLE IX FACILITY AND RESOURCE MANAGEMENT

9.1. Premise Health will furnish all personnel, materials, and supplies required to provide the Services.

9.2. Premise Health will establish and maintain accounts for the destruction of biomedical and hazardous waste. Premise Health will establish and maintain processes for the archival, retrieval, and destruction of medical records.

9.3. Premise Health will lease the building and fixtures for Client location, including negotiation of lease agreements, forecasting space needs, coordination of remodeling and building refurbishment specific to Client location. Premise Health will be responsible for building utilities (electrical, natural gas, water, and sewer), commercial trash removal, telephone equipment and lines, communication cable or wiring, internet access or other communication infrastructure. Premise Health will pass these costs through to the Client on a monthly basis and it will be the obligation of the Client to reimburse Premise Health for these expenses.

Schedule 1 to Exhibit A Primary Care

Primary Care provides Participants with comprehensive, coordinated care across Premise Health services and other Client-offered health programs. For Participants who elect to use the Health Center as their primary care provider, Premise Health Personnel will serve as the point of entry into the healthcare system and act as the ongoing coordinator for healthcare services.

1.1. Quality of Care. Premise Health is accredited by the Accreditation Agency for Ambulatory Health Care (AAAHC), the accrediting body for ambulatory care, related to quality, safety, and efficiency.

1.2. Preventive Services. Preventive services include:

(a) Performing annual physicals and well-woman exams, the latter as more fully described in **Section 1.5**.

(b) Assessing gaps in preventive care during routine visits.

(c) Providing allergy desensitization (Schedule 1, Section 1.13), biometric screening (Schedule 2), influenza vaccinations (Schedule 10), and other vaccine administration (Schedule 11).

1.3. Health Risk and Condition Management. Health Risk and Condition Management (HRCM) is provided in conjunction with annual preventive and routine visits to the Health Center. Providers incorporate the following scope in their practice:

(a) Developing a broad-based assessment of the Participant and family's medical history, mental health and substance use history, family/social/cultural characteristics, communication needs, behaviors affecting health, social functioning and social determinants of health.

(b) Identifying active health problems, allergies and prescription/OTC medications and herbal supplements and review for contraindications and interactions.

(c) Managing appropriate chronic conditions with the goal of condition improvement and reversal and assesses/addresses Participant response to medications and barriers to adherence.

(d) Addressing health risks, *e.g.*, obesity, diet, tobacco, and compliance with treatment plans, medication adherence, and self-monitoring strategies.

(e) Providing ongoing support and mitigation of health issues between visits based on data directed by Participants.

(f) Providing Participant interventions and decision support including disease process-specific materials including potential complications, self-monitoring tools, such as blood pressure, glucose or dietary tracking, medication adherence.

1.4. Acute/Urgent Care. Acute-Urgent care includes:

(a) Providing acute care, symptom treatment, and health management in the Health Center, and where technology is enabled, care may be provided virtually to established Participants during established operating hours. The criteria for virtual care may be changed by mutual consent of the Parties.

(b) Providing comprehensive evidence-based management programs for acute disease states including, but not limited to, community acquired pneumonia, otitis media, sinusitis, rhinitis, and pharyngitis.

(c) Performing medical treatments and minor surgical procedures, *e.g.*, nebulizer treatments, laceration repair, punch and excisional biopsy, cryotherapy.

(d) Prescribing, administering, and monitoring ongoing medications, leveraging e-prescribing functionality, history of prescriptions from community providers, and accessing applicable formulary information that includes less expensive alternatives, generics, and copay information before writing the prescription.

1.5. Women's Health. Specialized primary care services are available for women.

(a) Providing preventive screenings and services. Preventive exams and counseling services include breast cancer screening by clinical breast examination and referral for mammography or coordination with third parties as appropriate, pelvic exam and cervical cancer screening, sexually transmitted disease (STD) testing and counseling, family planning, preconception counseling, pregnancy testing, and screening for domestic violence and appropriate resource/referral engagement.

(b) Providing contraception planning services in collaboration with Participants to meet current and future contraception needs. Providers help identify a contraception method, provide counseling on contraceptive efficacy, safety, side effects, cost and convenience, provide contraception prescriptions and procedures, and monitor Participants for safety and side effects.

(c) Providing hormonal replacement therapy (HRT) for the relief of symptoms associated with menopause. Providers consider a Participant's cardiovascular and breast cancer risk and encourage Participant involvement in decision-making. Discussion involves review of HRT efficacy, safety, access, side effects, cost, and convenience.

(d) Providing education with materials on various women's health topics, including, breast self-awareness through breast self-exams, clinical breast exams, and annual mammography for early breast cancer detection. Participants are also provided with resources on cervical cancer screening, STD testing, and domestic violence.

1.6. Pediatric Care. Routine preventive (well-child) care is provided by Premise Health for eligible children 2 years and older, including:

(a) Performing scheduled periodic assessments of growth and development to determine if a child is growing and functioning in accordance with established milestones.

(b) Performing nutritional assessments to determine if a child's diet is sufficient for health maintenance and proper growth and development.

(c) Delivering immunizations in accordance with guidelines from the CDC's Advisory Committee on Immunization Practices (ACIP).

(d) Providing counseling and instruction to parents.

1.7. Referral Management. Participants are referred to appropriate specialists and inpatient hospitals as medically appropriate and aligned with Client's health plan quality networks.

(a) Developing relationships with local primary care providers and specialists to facilitate access and clinical information exchange, e.g., reason for the referral, required timing, Participant's demographic data, test results and care plan.

(b) Tracking referrals electronically through receipt of summary from community provider and following up on overdue reports.

1.8. Laboratory Services. Premise Health provides clinical laboratory services that includes Point-of-Care laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories, as described in as more fully described in **Schedule 5** to Exhibit A.

1.9. Lifestyle Medicine. Primary Care incorporates a lifestyle medicine approach to address modifiable behaviors, including nutrition, movement, sleep, stress/emotional wellbeing, substance use, hydration and getting outdoors. Premise Health clinicians employ basic wellness coaching strategies to promote behavior change including the following:

(a) Incorporating a lifestyle assessment with the standard Participant history and intake process and integrate data as discrete elements in the Participant's medical record.

(b) Using Participant-reported lifestyle and health behaviors to support meaningful interventions at the point of care and enable the care team to deliver targeted care plans that incorporate lifestyle medicine.

(c) Using Participant-reported lifestyle and health behaviors to identify and optimize outreach to bring Participants to the Health Center or to engage them virtually.

(d) Promoting use of technology to support wellness goals with personal tracking devices, e.g., fitness, glucose monitoring and scales that are compatible with the electronic medical record platform.

(e) Providing customized content to Participants based on best practices.

1.10. Biometric Screening. Premise Health performs biometric screening by appointment during the year in the Health Center. Scope includes:

(a) Providing biometric screening tests that include lipid panel, glucose, blood pressure, height, weight, waist circumference, and body fat percent.

(b) Referring Participants with abnormal biometric screening results to onsite providers or to community providers.

(c) Providing Client with utilization reports with de-identified data, except when results are tied to qualification for incentive programs.

1.11. Health Promotion and Health Education Services. Scope includes the following:

(a) Providing both targeted, real-time education and content relevant to sub-populations, including leveraging “teachable moments” at screenings, e.g., blood pressure screenings, clinic biometric screenings, and other health education programming.

(b) Providing targeted and vetted health content on demand in the portal.

(c) Supporting Client’s wellness programs including promotion, referrals, and content delivery in conjunction with other vendor partners.

1.12. Emergency Response. Premise Health will plan and implement a medical emergency response plan in the Health Center to address injuries or illnesses that are acute and pose an immediate risk to the life or long term health of Participants.

(a) Stabilizing the condition of Participants that need emergent care and transfer to the appropriate healthcare setting.

(b) Collaborating with site safety liaisons for disaster planning and collaborating with the Client’s emergency responder team.

1.13. Allergy Desensitization. Premise Health provides Participants with allergy desensitization injections prescribed by a Participant’s local allergist and approved for

administration in the Health Center. A physician or advanced practitioner provide initial assessment and approval for allergy injection administration in the Health Center. Clinical team members prepare and administer injections, observe post-injection reaction and coordinate with the physician or advanced practitioner to provide post-reaction treatment as needed.

Schedule 2 to Exhibit A
Connected Care+

1.1. Care Management. Premise Health will:

(a) Utilize medical and pharmacy claims information, risk scores, and other data sources mutually agreed upon between Premise Health and Client to address Participant health and wellness.

(b) Provide education, assessment, and coordinate care for Participants with treatable chronic conditions (e.g. diabetes, COPD) or specific risk factors.

(c) Prepare a yearly claims-based ROI analysis for Client that highlights specific total cost of care drivers. The ROI report may include the following: medical and pharmacy cost savings for Participants who engage Premise Health providers, productivity savings for lost work time of Participants treated at the Health Center compared to community care, and Client investment in the Health Center.

(d) Compare clinical and financial outcomes to identify factors that may reduce costs and improve outcomes for Participants.

1.2. Care Navigation. Premise Health will:

(a) Use quality and price data to guide Participants to high-quality, cost-effective providers and facilities.

(b) Provide concierge referral coordination services for Participants during or after wellness center visits or virtually. This will include education and support, including identifying and selecting high-value providers and facilities for referrals, facilitating the transfer of medical records and lab results, scheduling specialist appointments, and facilitating follow ups as needed

(c) Provide Participants with access to cost and quality transparency tool

(d) Prepare a yearly claims-based ROI analysis for Client that highlights cost savings achieved from Care Navigation.

1.3. Care Consult. Premise Health physicians may consult with Mayo Clinic physicians who have education, training, and expertise in relevant medical specialties concerning complex medical conditions and appropriate clinical practice.

1.4. Care Excellence.

(a) With Participant consent, Premise Health will assist Participants with verification of in-network health benefit coverage at Mayo Clinic and proceed with referral for care at Mayo Clinic. Once consent and verification are obtained, Premise Health will refer Participants with complex and serious health conditions to the Mayo Clinic, as appropriate.

(b) Following receipt of referral and supporting medical documentation from Premise Health, Participant consent to participate in the referral, and verification of Participant in-network benefit eligibility for the Mayo Clinic, Mayo Clinic will schedule Participant referral appointment within 7 to 13 business days. Mayo Clinic will enter into a referral agreement with Participant that may include Mayo Clinic insurance, Participant financial responsibility, if any, covered services, and expenses. Following completion of care with Mayo Clinic, Mayo Clinic will provide to Premise Health instructions for continued care.

1.5. Fees. The Fee Schedule for Connected Care+ is attached to the Budget as Attachment 1.

Schedule 3 to Exhibit A
DOT Physical Exam

Commercial Motor Vehicle Certification. Premise Health provides certified medical examiners for the physical examination of holders of a Commercial Driver's License who operate Commercial Motor Vehicles, e.g., trucks, tractor trailers, and buses, pursuant to the Motor Carrier Safety Improvement Act of 1999 (49 U.S.C 113). Medical examiners are certified by the U.S. Department of Transportation's Federal Motor Carrier Safety Administration ("FMCSA") and are listed on the National Registry of Certified Medical Examiners. The professional background of a licensed medical examiner includes, but is not limited to, doctors of medicine (MD), doctors of osteopathy (DO), physician assistants (PA), advanced practice nurses (APN), and doctors of chiropractic (DC). Premise Health's scope includes:

(a) Performing FMCSA medical examinations pursuant to 49 CFR 391.41 (b) (1-13) and advisory/other criteria and medical guidelines published by the FMCSA.

(b) Furnishing one copy of the results to the Participant who was examined, and as appropriate, a Medical Examiner's Certificate valid for a period of 24 months or earlier when it is desirable to monitor a condition, such as high blood pressure.

(c) Entering results in the FMCSA Registry.

Schedule 4 to Exhibit A
Laboratory Services

Premise Health provides clinical laboratory services which includes Point of Care ("POC") laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories.

1.1 Point of Care Testing. POC tests are performed under a Clinical Laboratory Improvement Amendments (“CLIA”) Certificate of Waiver.

1.2 Vendor Laboratories. Laboratory tests are processed by a national clinical laboratory. Premise Health will:

- (a) Provide blood and specimen collection for routine studies and follow up monitoring for onsite providers and wellness programs,
- (b) Track completion of lab draws for testing ordered by community providers.
- (c) Notify Participants of abnormal results, document results, and schedule follow up and referral as appropriate for those labs ordered by a Premise Health provider.
- (d) Perform required occupational surveillance studies (*e.g.*, mercury, lead) and toxicology testing (*e.g.*, hair or urine drug screening and confirmation), as required by the Client, Department of Transportation, or others.

Schedule 5 to Exhibit A
Occupational Health

1.1. Integrated Support of Client. Premise Health provides subject matter expertise to Client on a range of topics, such as toxicology, emergency response, and wellness initiatives, and takes a consultative approach on program design and service execution.

(a) Premise Health collaborates with Client to engage Patients for available services and serve as a resource to Client and Client safety team and provides clinical information to support workplace accident or near-miss investigation and assessment.

(b) Premise Health will provide case categorization of occupational illness or injury based on medical history, clinical findings, and investigation provided by Client, and where applicable, OSHA standards.

1.2. Management of Work-related Injury and Illness. Premise Health provides comprehensive evidence-based treatment and management of work-related injury and illness, including:

(a) Providing occupational illness/injury medical care for Participants injured on Client premises.

(b) Providing tetanus vaccinations to Participants with occupational injuries.

(c) Coordinating physician and/or specialist referrals and care, as appropriate, and arranging for transportation as medically indicated. Preferred referral lists for physicians and medical services will be maintained when allowed by state regulations. Referrals for Workers’ Compensation cases will be made consistent with state regulations.

(d) Initiating problem-solving and complex case review with Client's management team and the PT team.

(e) Maintaining a case tracking system that provides an individual status update as appropriate to the case and as may be requested by Client's management team.

(f) Providing epidemiologic review and morbidity reporting to Client.

(g) Performing workstation evaluations to support injury management.

(h) Providing off-site clinical support with providers and nurses as staffing permits (*e.g.*, the RN travels to a plant for screening or participates in a doctor's appointment with a Participant).

1.3. Injury Prevention. Premise Health identifies opportunities for early identification and remediation and supports Client through participation in regularly scheduled disability management meetings with Client, TPA, Safety and others identified by Client.

(a) Performing pre-placement/post-offer testing, periodic, termination, return-to-work, and fitness-for-duty examinations. Tests may include drug screening, visual screening (acuity, color blindness), hearing, nerve conduction velocity, and spirometry.

(b) Providing oversight of job hazard analyses, functional capacity evaluations, job-specific work assessments, work-hardening and return-to-work functions.

(c) Providing pre-shift stretching programs, ergonomic and postural assessments to evaluate movement, posture, and workstation setup and education.

1.4. Regulatory Testing and Recordkeeping. Premise Health performs required regulated and non-regulated testing and recordkeeping, *e.g.*, OSHA logs, Worker's Compensation ("WC") claims documentation. In the event of a controversy over a WC case, medical absence management, or other result of medical testing/monitoring, Client will be responsible for decision making concerning medical absence management, medical test/monitor results, and/or workers' compensation case management. Premise Health services include:

(a) Recording each work-related injury or illness to the Client-designated representative, as the Client will maintain the OSHA 300 log.

(b) Coordinating with Client on compliance of OSHA regulations. Client maintains responsibility and accountability for complying with relevant regulations promulgated by OSHA and other federal/state agencies.

(c) Providing clinical expertise to the WC third-party administrator and the WC Program Director that coordinates Workers' Compensation claims with third-party administrators (TPAs).

(d) Providing toxicology and regulatory expertise and Medical Review Officer (MRO) services.

(e) Supporting Client-driven audits such as the OSHA Voluntary Protection Programs (VPP) or the International Organization for Standardization (ISO).

1.5. Urine Drug and Alcohol Testing. Premise Health administers Department of Transportation (“DOT”) regulated and non-regulated urine drug testing for pre-employment, post-offer, post-accident/injury, reasonable suspicion, random testing, return-to-duty and follow-up pursuant to Client’s Drug Testing Policy. Non-negative results are reported to a Premise Health Medical Review Officer (MRO) who will review urine drug screen results of commercial drivers covered by the DOT’s Federal Motor Carrier Safety Administration (“FMCSA”); will register with the FMSCA Clearinghouse, and will enter all positive UDS test results and refusals into the FMSCA Clearinghouse as required.

1.6 Vision Screening. Premise Health can perform vision screenings using either the Snellen Vision Chart or Titmus Optical Vision Tester. Premise Health will collaborate with the client to determine what testing is needed and assist with the management of their program within compliance program.

Schedule 6 to Exhibit A **Physical Therapy**

Physical Therapy is focused on the Participant with musculoskeletal and neurological dysfunctions.

1.1. Treatment Plan. Physical Therapists evaluate Participants to develop a plan of care that includes specified treatment goals and interventions with an expected level recovery. Physical Therapists perform interventions to change Participant’s condition and develop Participant discharge plan to transition Participants from skilled intervention to independent condition management.

Schedule 7 to Exhibit A **Provider Dispensing Services**

Premise Health provides medications that are available to Participants at the time of the provider visit in quantities up to 90-day supply. Medications are prescribed and dispensed by advanced practitioners and higher, as deemed appropriate by assessment and diagnosis and will come pre-packaged. Provider dispensing medication expenses are billed directly to the Client.

Schedule 8 to Exhibit A **Travel Medicine**

Premise Health offers travel medicine services that help Participants develop and execute a comprehensive travel preparation plan and avoid potential disease exposures during travel through education and prescribed prophylactic medications, vaccines, and safety counseling,

1.1 Vaccinations. Vaccines provided are appropriate to the destination(s) as well as “catch-up” on missed or overdue routine vaccines. Vaccine schedules follow the guidelines of the Advisory Committee on Immunization Practice (ACIP), CDC and WHO. Travel vaccines for adults 18+ years of age include Japanese Encephalitis, polio, rabies, typhoid and yellow fever.

1.2 Post-travel Triage. Participants who return from travel with an illness can be evaluated and treated by a Premise Health provider or referred to a specialist or other Client programs, as appropriate. For Worker’s Compensation cases, referrals will be made consistent with state regulations.

Schedule 9 to Exhibit A **Influenza Vaccine**

Premise Health provides a seasonal influenza vaccination program that complies with the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (“ACIP”).

1.1. Administration. Premise Health delivers influenza vaccine in the Health Center in conjunction with Participant visits and in campaign style in or proximal to the Health Center to identified population groups, obtaining consent from Participants and maintaining documentation. Premise Health will advise Client on current CDC recommendations and vaccine formulation and quantity.

Schedule 10 to Exhibit A **Vaccines**

Premise Health administers vaccines to help protect Participants from preventable infectious diseases, in accordance with the guidelines and schedules published by the Center for Disease Control’s (“CDC”) Advisory Committee on Immunization Practice (“ACIP”). The choice of vaccines is customized to the nature of the [Health Center]and Participants served.

1.1. Vaccines for Adults (18+ years of age). Vaccines may be offered based on the ACIP schedule and guidelines as well as scope of work and as approved by the Client.

1.2. Vaccines for Children (2 through 18 years of age). Vaccines may be offered based on the ACIP schedule and guidelines as well as scope of work, eligible population and as approved by the Client.

Schedule 11 to Exhibit A **Vendor Summit**

Premise Health will participate and help facilitate a vendor summit with Client’s existing vendors on a schedule directed by Client, not to exceed one per twelve-month period. This summit may include Client’s internal wellness programs and external vendors as directed by the Client, such as a payor/third party administrator, employee assistance program, pharmacy benefits manager and community programs. The goal of the vendor summit is to bring all vendors together to learn about resources available to Participants and facilitate appropriate referrals to optimize the value

of Client's health and wellness community. Premise Health, Client and participating Client vendors shall each bear their own costs and expenses incurred in connection with each vendor summit.

Schedule 12 to Exhibit A
Wellness Coaching

Premise Health provides a dedicated coach-to-Participant relationship. The wellness coach is fully integrated with the care team.

1.1. Strategic Support. Premise Health wellness coaching program aligns with the Health Center scope of service, Client need, and may include educational programs as time permits.

1.2. Coaching Practice.

(a) Coaching areas include weight management, stress management, nutrition, physical activity, tobacco cessation, work/life balance, life satisfaction and health education and support (e.g., health promotion programs).

(b) Coaching may occur in-person, telephonically or virtually, depending on the Participant's proximity to the coach and personal preference.

(c) Coaching documents include coaching agreement; lifestyle assessment; and wellness vision.

1.3. Reporting. Client reports include total number of coaching sessions, enrollment by program area, and pre/post lifestyle assessment measurements.

ATTACHMENT 1

CONNECTED CARE+ CHARGES

Client shall pay a one-time implementation fee in the amount of \$11,817

Client will be charged \$2.75 per Member per month ("PMPM") multiplied by the number of Member-Months during the Period. For purposes of this Attachment 1, "Member-Months" means the number of Client's Members who are eligible for Connected Care+ multiplied by 12 and "Period" means the time commencing as of the Effective Date and continuing for a period of 12 consecutive months, and continuing thereafter for subsequent consecutive 12 month periods. The PMPM will remain fixed for the first Period and will increase at a rate of 4% for each Period thereafter. The Member-Months will be estimated (based on eligible lives) prior to the first Period of operations for the purposes of establishing Client charges. Following the end of the first Period and following the end of each Period thereafter, Premise Health will calculate the actual number of eligible Members and Member-Months during the previous Period within 60 days after the end of the Period. If the actual number of eligible Members and accordingly, the actual number of Member-Months, differs from the estimate used for the prior Period, Premise Health will adjust the subsequent Period's projected charges to reflect current year actual enrollment. If the actual number of eligible Members and accordingly, the actual number of Member-Months, is greater than the estimate used for the prior Period, Premise Health will invoice Client and Client will pay the difference to Premise Health in accordance with the terms of the Agreement. A reconciliation will be performed within 60 days after the end of each Period.

For purposes of example only: If 10,000 Members were initially estimated and priced at \$3.00 PMPM, the initial Client charge would be 10,000 Members x 12 months = 120,000 Member-Months x \$3.00 PMPM = \$360,000 billed in accordance with the terms of the Agreement. If a reconciliation after the end of the Period shows that there were 130,000 Member-Months during the Period, Client would be invoiced the amount of \$30,000 for the difference between the actual Member-Months and estimated Member-Months $((130,000 - 120,000) \times \$3.00 = \$30,000)$.

Premise Health Budget Exhibit B

Confidential Trade Secret of Premise Health - Not to be Disclosed as Public Records

Premise Health

Three Waves Clinic Budget

	IMP	FTE	Year 1	FTE	Year 2	FTE	Year 3	FTE	Year 4	FTE	Year 5
Physician	14,551	1.0	252,393	1.0	259,970	1.0	267,769	1.0	275,802	1.0	284,076
Nurse Practitioner	3,474	0.5	50,207	0.5	52,014	0.5	53,874	0.5	55,790	0.5	57,764
LPN/MA	6,918	2.0	104,320	2.0	107,449	2.0	110,673	2.0	113,993	2.0	117,413
Health Center Mgr/RN	6,009	1.0	104,148	1.0	107,273	1.0	110,491	1.0	113,806	1.0	117,230
Receptionist/Admin Assistant	2,365	1.0	40,983	1.0	42,318	1.0	43,784	1.0	45,289	1.0	46,832
Concussion Management RN/Wellness Coach	4,414	1.0	76,515	1.0	78,910	1.0	81,375	1.0	83,910	1.0	86,518
Physical Therapist	4,167	0.6	75,601	0.6	77,962	0.6	80,391	0.6	82,710	0.6	85,191
Salaries & Wages	41,208	7.2	714,269	7.2	736,868	7.2	767,767	7.2	798,500	7.2	829,916
Benefits	13,186	-	228,560	-	235,423	-	242,485	-	249,750	-	257,253
Replacement	-	-	51,896	-	63,691	-	65,601	-	67,570	-	69,597
Staffing	51,394	-	1,004,863	-	1,034,360	-	1,065,853	-	1,097,829	-	1,130,764
Recruiting	35,000	-	-	-	-	-	-	-	-	-	-
Technology Services	27,252	-	71,332	-	74,225	-	77,236	-	80,372	-	83,637
Professional Development	-	-	9,562	-	9,798	-	10,041	-	10,291	-	10,549
Insurance	-	-	7,725	-	7,957	-	8,195	-	8,441	-	8,695
Supplies	169,720	-	54,598	-	49,152	-	53,302	-	57,458	-	61,619
Professional Fees	8,188	-	12,721	-	12,721	-	12,721	-	12,721	-	12,721
Labs and Contract Services	-	-	22,672	-	24,549	-	26,426	-	28,304	-	30,181
Communications	-	-	14,400	-	14,400	-	14,400	-	14,400	-	14,400
Building Services	-	-	73,856	-	73,856	-	73,856	-	73,856	-	73,856
Member Engagement	-	-	5,626	-	5,626	-	5,626	-	5,626	-	5,626
Travel, Trans., Lodging	29,475	-	7,440	-	4,960	-	4,960	-	4,960	-	4,960
Management Fee	-	-	100,487	-	103,481	-	106,585	-	109,783	-	113,076
Connected Care + Expenses	-	-	-	-	-	-	-	-	-	-	-
Winnipeg County	11,817	-	74,943	-	77,941	-	81,058	-	84,301	-	87,673
City of Oshkosh	-	-	-	-	-	-	-	-	-	-	-
Oshkosh Area School District	-	-	-	-	-	-	-	-	-	-	-
G&A Fee	71,287	-	221,027	-	227,658	-	234,488	-	241,522	-	248,768
Amortized Implementation	-	-	-	-	153,097	-	153,097	-	153,097	-	-
Encounter Fees	-	-	18,265	-	22,423	-	24,247	-	26,094	-	27,965
Total Expenses	-	-	1,699,094	-	1,896,453	-	1,951,894	-	2,008,856	-	1,914,200
Estimated Break-Even	-	-	-	-	-	-	-	-	-	-	-

Key:

Fixed based on staffing model

Fixed, based on FTE count

Fixed amount

Fixed per unit

Billed as PMPM

◆ All other non-color coded categories are variable/pass through as incurred.

◆ This Pricing provided by Premise Health is valid for 80 days.

◆ We begin billing fixed and labor costs on first month of go-live.

◆ Recruiting costs for Years 1 - 5 will be billed as incurred.

◆ IT Refresh will be billed as incurred after Year 3.

◆ Model assumes no circuit construction or extension of Denmark.

◆ Data extract and health exchange connections are not included in the pricing. If needed, it can be added at \$5,000 per standard extract or \$10,000 per custom extract.

◆ Expanding the wellness center scope to include behavioral health with a 0.6 FTE Licensed Behavioral Health Professional will cost an additional \$88,337.

◆ Premise Health's Connected Care+ is a data-driven approach primary care that includes: (i) Care Management: proactively identifying and caring for high cost/risk members; (ii) Care Navigation: concierge referral management to high-quality, cost effective specialists and facilities; (iii) Care Excellence: (iv) Care Consult: provider-to-provider second opinions ("eConsults") from Mayo Clinic, which are passed through to client at Premise's cost of \$1,110 per eConsult. We have placed this solution below-the-line so that we can jointly discuss the need and impact of the program, before including it as part of the operating budget. Premise Health will work with the client to determine if a quarterly limit is needed for eConsults for members.

◆ Total Connected Care+ would be provided to Winnepago County at \$2.75/PMPM.

◆ The City of Oshkosh has opted out of Connected Care+ and is shown as \$0/PMPM.

◆ Oshkosh Area School District has opted out of Connected Care+ and is shown as \$0/PMPM.

◆ Virtual Primary Care is not included in this pricing. Virtual Primary Care can be priced at \$0.80 PMPM. Tier with an assumed utilization of 0% - 4% which is the projected utilization for Year 1. Utilization is calculated by the total number of annualized visits divided by eligible lives. For example, 140 visits over a 12-month period for 3,500 members equates to 4% utilization. Pricing will vary based on actual member utilization and adjusted on a quarterly basis in Year 1 and move to annual basis beginning in Year 2. Utilization changes will be calculated from the previous billing cycle and adjusted in the following billing cycle. Premise Health will not bill for the utilization difference in the previous billing cycle. Virtual Primary Care provides members with 24/7, on-demand video and phone visits from a centralized care team for primary care and acute episodic care needs.

◆ Biometric Events can be added at a participant rate of \$38 conducted onsite at a 60% engagement of the specified members. A member of the Wellness Center will operate the check-in table and the finger stick panel will consist of total cholesterol, HDL, LDL, triglycerides, glucose, height, weight, BMI, blood pressure and waist circumference. Services will be billed based on utilization.

◆ Flu Shots can be added to scope at a cost of \$18.10 per shot.

◆ If Current staffing is retained, recruiting implementation would be reduced by \$21,500.

◆ Due to the implementation of the health center being a transition/roll out, Premise Health has amortized the implementation fees over 3 years, with the expense starting in Year 2 and running through the end of Year 4. With municipal clients, we know this reduces the financial burden and initial financial capital required by the City, County, and School. This does assume a 5 year contract in order to spread the cost between years 2-4. This is an optional offer that Premise has provided if the City, County, and School would rather pay the implementation fees up front, the amortization can be removed.

◆ Given the desire to expand occupational health services noted in the RFP, Premise Health has included both Epic (primary care EMR) and OHM (Premise Health's Occupational Health EMR) in the pricing model above.

◆ If any adjustments/increases in salary or total compensation are needed to transition any providers/health center staff, beyond what has been included in Premise Health's proposal, the client would need to agree and approve these increases, and the adjustments would be reflected in the final health center budget. Premise Health has provided full transparency of the salaries proposed in our model in order to provide full visibility into any variances that could exist.

◆ Per the request of USI and Three Waves Clinic, Premise Health has replaced Premise Health projected Building Services Fees (base, utilities, janitorial, repairs, maintenance, etc.) with \$72,552, the current expense that Three Waves Clinic identified for these services. These fees are billed as a pass through, and any adjustments (increases or decreases) in these fees based on the negotiated contracts with landlord/vendor(s) will be reflected in the final health center budget.

Premise Health Security Criteria Exhibit C

1. Procedures. At all locations where acts relating directly or indirectly to the Services are performed, Premise Health shall maintain and enforce safety, physical, and administrative computer system security procedures that are at least (a) equal to industry standards for such types of service locations; and (b) as rigorous as those procedures in effect at such locations as of the effective date of this Agreement; and (c) in compliance with applicable law, specifically including applicable HIPAA security requirements. If Client reasonably determines that there are any material gaps or deficiencies in Premise Health security, then the Parties shall in good faith address such gaps or deficiencies.

2. Unauthorized Access. Premise Health shall use commercially reasonable efforts to: (a) secure and defend the Services against breach of the Premise Health security measures and technical safeguards, including unauthorized access to or unauthorized modifications of the Services; and (b) rectify and promptly mitigate any such breaches or modifications. As used in this Agreement, the terms “security measures,” “technical safeguards,” and “breach” have the meaning assigned to them in the HIPAA Security Rule. Premise Health shall promptly report to Client: (a) any confirmed security breaches; and (b) any unauthorized modifications of software used in the delivery of Services to the extent that there exists a substantial probability that such breach could affect the Client or PHI maintained pursuant to this Agreement.

3. Data Security Certification. During the Term of this Agreement, as a means of evidencing its compliance with any information security requirements detailed in the Agreement, Premise Health will provide Client executive summaries of its compliance reports that document Premise Health compliance with HIPAA. Premise Health will provide summary reports that evidence compliance with applicable current industry standards and best practices (such as HITRUST, ISO 27001, SOC2, and PCI-DSS). To the extent that such reports include business proprietary information of Premise Health or any PHI, appropriate precautions will be taken by the parties to ensure that the data is appropriately limited, de-identified, and safeguarded. Audit reports of any contractors/affiliates/third parties to Premise Health will not be provided to Client in any form except for summary SOC2 or SOC3 of data center hosting facilities.

4. Use, Disclosure, and Security of Personal Information. Notwithstanding anything to the contrary set forth in this Agreement and in addition to, and not in lieu of, any other provisions in this Agreement regarding confidentiality and data security, the following shall apply with respect to Personal Information.

(a) Permitted Use of Personal Information. Premise Health shall only use and shall cause all Premise Health Personnel to use Personal Information only for purposes of performing the Services.

(b) Safeguarding Personal Information. Premise Health agrees to:

(i) implement appropriate measures designed to ensure the security, integrity, and confidentiality of Personal Information;

(ii) protect Personal Information against any known or anticipated threats or hazards to the security or integrity of such information;

(iii) protect against unauthorized access to, or use of, Personal Information that could result in harm to any Individual;

(iv) cause Premise Health Personnel, or any other party to whom Premise Health may provide access or disclose Personal Information, to implement appropriate measures designed to meet the objectives set forth in this Exhibit; and

(v) promptly notify Client in writing in the event of breach (as defined in Paragraph 2 above) of Personal Information (such as through loss or audit failure).

(c) Information Security Standards Training. Premise Health shall use reasonable efforts to ensure all Premise Health Personnel who have access to Personal Information receive training with respect to Premise Health's Information Protection Requirements and related information security standards prior to gaining access to Personal Information.

Premise Health Business Associate Agreement Exhibit D

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is entered into by and between Winnebago County, Wisconsin by and on behalf of its employee health and welfare plan, located at 112 Otter Avenue, Oshkosh, WI 54901 (“**Covered Entity**”) and Premise Health Employer Solutions, LLC, for itself and on behalf of its professional affiliates (“**Business Associate**”), effective as of September 21, 2021 (“**Effective Date**”).

RECITALS

Covered Entity and Business Associate are parties to an underlying Agreement (“**Agreement**”), under which Business Associate provides, in part, certain member health management and outreach services to Covered Entity (“**Connected Care+ Services**”). In connection with Business Associate’s provision of such Connected Care+ Services to Covered Entity, Covered Entity discloses to Business Associate PHI, defined below, including ePHI, as defined in 45 C.F.R. Parts 160 and 164. Such disclosure results in Business Associate’s use, disclosure, maintenance, and/or creation of PHI, including ePHI, on behalf of Covered Entity.

The provision of Connected Care+ Services by Business Associate, along with Covered Entity’s disclosure of PHI to Business Associate, make Business Associate a “business associate” of Covered Entity, as the term is defined in 45 C.F.R. Parts 160 and 164.

The Parties acknowledge that Business Associate also functions as a covered entity under the Agreement and the limited purpose of this BAA is to address only the business associate functions and to facilitate the Parties’ compliance with the requirements of HIPAA as applicable when Business Associate acts as Covered Entity’s business associate.

Covered Entity’s disclosure of PHI to Business Associate, and Business Associate’s use, disclosure, and creation of PHI for or on behalf of Covered Entity, are subject to protection and regulations under the Privacy Rule. To the extent that such use, disclosure, or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges that it shall comply with the Privacy and Security Rules regarding the use and disclosure of PHI and ePHI, pursuant to this BAA and when and as required by HITECH and its implementing regulations.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Definitions.

- a. Unless otherwise provided in this BAA, capitalized terms have the same meanings as set forth in the Privacy, Security Rule, and HITECH.
- b. **“Breach”** means the acquisition, access, use, or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of PHI as defined and subject to the exceptions set forth in 45 C.F.R. §164.402.
- c. **“Effective Date”** means the effective date of the BAA.
- d. **“Electronic PHI”** means PHI that is transmitted or maintained in Electronic Media.
- e. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- f. **“HIPAA Breach Notification Rule”** means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Part 164 (Subpart D).
- g. **“HIPAA Privacy Rule”** means the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- h. **“HIPAA Security Rule”** means the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- i. **“HITECH”** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and its implementing regulations, when and as each is effective and compliance is required.
- j. **“PHI”** means Covered Entity’s protected health information, as defined in 45 C.F.R. §160.103, and is limited to the PHI of eligible plan members that is received, maintained, created, or transmitted on behalf of Covered Entity by Business Associate in performance of the Advance Analytics Services.
- k. **“State Privacy Law”** means a state law on medical privacy which is applicable to Business Associate or Covered Entity by virtue of the provision of Advance Analytics Services.

II. **Scope of Uses and Disclosures of PHI by Business Associate.**

- a. Except as otherwise limited in this BAA or by law, Business Associate may use or disclose PHI provided to the Business Associate by Covered Entity to perform the

Advance Analytics Services for or on behalf of Covered Entity that are specified in the Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Business Associate.

- b. Business Associate may use or disclose PHI as required by law.

Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI 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 PHI has been breached.

- c. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R Part 164.
- d. Business Associate may use PHI to create de-identified information as permitted by 45 C.F.R. Part 164.
- e. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, as permitted by 45 C.F.R. Part 164.

III. Obligations of Business Associate.

Business Associate agrees to:

- a. Use or further disclose PHI only as permitted or required by this BAA or as required by law.
- b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by BAA.
- c. Report to Covered Entity any use or disclosure of PHI that is not sanctioned by this BAA or the Agreement of which Business Associate becomes aware within fifteen (15) business days. Business Associate will provide to the Covered Entity the information reasonably necessary to provide notice to Individuals, HHS, and/or the media in accordance with the HIPAA Breach Notification Rule.
- d. Require subcontractors or agents to whom Business Associates provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH, to the same extent Business Associate is required to comply.
- e. Make available PHI in a designated record set to the either Covered Entity or Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

- f. Make any amendment(s) to PHI 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.
- g. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 within thirty (30) calendar days of Covered Entity's written request. Should an accounting of disclosures of an Individual's PHI be requested more than once in any twelve-month period, Business Associate may impose a reasonable, cost-based fee in accordance with 45 C.F.R. §164.528(c)(2).
- h. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

IV. Obligations of Covered Entity.

Covered Entity agrees to:

- a. Notify Business Associate of any limitation(s) in the 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. Notify Business Associate of any changes in, or revocation of, the 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. 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.
- d. Refrain from requesting that Business Associate use or disclose PHI in a manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. Term and Termination.

- a. The term of this BAA will commence as of the Effective Date and will terminate concurrently with the Agreement unless earlier terminated by mutual written agreement of the Parties or in accordance with this Section V.
- b. Either party may terminate this BAA if it determines that the other party has breached a material term of this BAA. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party

may immediately thereafter terminate this BAA and report the breaching party to the Secretary.

- c. Upon termination of this BAA, Business Associate will return or destroy all PHI received from Covered Entity or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains and will retain no copies of that PHI. If return or destruction of the PHI is not feasible, then Business Associate will extend the protection of this BAA to the PHI and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

VI. Miscellaneous.

- a. As of the Effective Date, this BAA supersedes any other BAA between the parties. This BAA may be modified only in a written agreement that is signed by duly authorized representatives of the parties.
- b. The parties agree that the indemnification provisions in the Agreement apply to this BAA.
- c. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule, the HIPAA Breach Notification Rule, and State Privacy Laws.
- d. Nothing in this BAA confers upon any person other than the parties any rights, remedies, obligations, or liabilities whatsoever. This BAA is binding on the successors and assigns of Covered Entity and Business Associate. Except in connection with a sale, merger, acquisition, or reorganization to an affiliate of Business Associate, this BAA may not be assigned, in whole or in part, without the written consent of the other party, which will not be unreasonably withheld. Any attempted assignment in violation of this provision will be null and void.
- e. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and HITECH.
- f. Section V will survive the expiration or termination of the Agreement and/or this BAA, regardless of the reason for expiration or termination.
- g. This BAA is governed by and construed in accordance with the same internal laws governing the Agreement.
- h. In the performance of the Connected Care+ Services, it is mutually understood and agreed that Business Associate and Subcontractors will at all times function as independent contractors, and not as an agent, partner, joint venturer, or in any other joint capacity with respect to Covered Entity. Nothing in this BAA is intended to create an agency, employer/employee relationship, or a joint venture relationship between the

parties or between the individuals providing Connected Care+ Services on behalf of the parties.

- i. This BAA may be executed in counterparts, each of which will constitute an original and all of which will be one and same document.
- j. All notices required to be given pursuant to the terms of this BAA must be in writing and must be sent certified mail, return receipt requested (postage pre-paid), or by overnight air express mail service to the parties at the addresses specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the dates indicated below, intending to be legally bound hereby.

BUSINESS ASSOCIATE:

COVERED ENTITY:

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

WINNEBAGO COUNTY, WI

BY: _____
NAME: _____
ITS: _____
DATE: _____

BY: _____
NAME: _____
ITS: _____
DATE: _____