

**PROFESSIONAL SERVICES AGREEMENT  
for  
ON-SITE HEALTH CENTER**

The City of Coppel, Texas (the “City” or the “Client”), hereby engages Marathon Health, LLC (the “Consultant” or “Marathon”), to operate an on-site or near-site health center offering preventive, wellness, disease management, health consultation, occupational health and/or primary care services.

**1. DEFINITIONS.**

The definitions set forth on Exhibit A shall apply to the capitalized terms not otherwise defined herein.

**2. PROJECT. The Project is described as follows:**

Commencing on January 28, 2024 (the “Start Date”), Marathon will provide Members with the Health Services at the health center located at: 2785 Rockbrook Drive Suite 103, Lewisville, Texas 75067 (the “Health Center”).

**3. SCOPE OF SERVICES. Consultant will provide the following services as part of the Project:**

**3.1 Health Services.** Marathon will provide the Health Services set forth on Exhibit B. Health Services that do not fall within the description set forth on Exhibit B shall be outside the scope of this Agreement, and Client shall instruct Members to seek outside assistance for such matters with an alternate healthcare provider. All Services shall be performed with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and under the same or similar professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

**3.2 Reporting Services:** Marathon will provide the reports set forth in Exhibit C.

**3.3 Term.** This initial term of the Agreement shall commence on the Start Date and expire on January 31, 2025 (the “Initial Term”). After the expiration of the Initial Term, the term shall automatically renew for additional one-year periods unless a party provides notice of nonrenewal to the other party at least one hundred twenty (120) days prior to the expiration date of the then-current term, or unless sooner terminated according to the provisions of this Agreement.

**4. DUTIES OF MARATHON.**

**4.1 Health Center Facilities.** Marathon will provide the Health Services to Client at the Health Center. Marathon represents and warrants that it has entered into an agreement with the City of Lewisville, Texas (the “Shared Site Owner”) to provide the Health Services to Client and its Members at the Health Center. Client represents and warrants that it has entered into an agreement with the Shared Site Owner to arrange for the use of the Health Center facilities during the Term. Client acknowledges that Health Center will not be exclusively dedicated to the provision of Health Services to Client and its Members, and that the eligible members of the Shared Site Owner will be permitted to access Health Services at the Health Center. Client will work in good faith with the Shared Site Owner and Marathon to reasonably govern

and facilitate the operation of the Health Center. Should the Shared Site Owner terminate its agreements with Marathon or Client for the sharing and use of the Health Center, Client will be responsible for providing an alternative facility suitable for providing the health services.

- 4.2** Management of Health Center. Marathon will be responsible for the day-to-day management of the Health Center and will adopt appropriate policies and procedures to promote the orderly and efficient operation of the Health Center. Unless otherwise agreed by the parties, Marathon shall procure and retain ownership of and/or control over the medical equipment and supplies used to provide the Marathon Services under this Agreement. Marathon shall be responsible for disposing of all bio-waste and hazardous materials resulting from operation of the Health Center in compliance with applicable laws. In addition, Marathon will purchase, configure, own and maintain all IT equipment (including telephone and internet connection) necessary for the operation of the Health Center.
- 4.3** Qualified Care Providers. Marathon shall employ or subcontract qualified and appropriately licensed or certified (if applicable) staff and Care Providers to provide the Health Services. Marathon shall obtain any licenses and permits required for its employees and subcontractors to perform the Health Services, including visas and work permits required by applicable law. It shall be Marathon's responsibility to select, contract with and manage any third party contractors, all in accordance with the terms of this Agreement. Such third party contractors may include an affiliated professional corporation that provides acute and other healthcare services and may include other contractors. Marathon shall retain responsibility for any such contractors and shall monitor performance of such contractors on an ongoing basis to ensure compliance with all applicable obligations under this Agreement. Care Providers shall retain the authority to direct or control his or her medical decisions, acts or judgments. Notwithstanding any other provision in this Agreement, no Care Provider will be required to provide any service that he or she believes, in his or her medical judgment, should be provided by another healthcare provider or in another setting.
- 4.4** Standard of Performance. Marathon will perform its obligations under this Agreement in a professional manner and in compliance with all applicable laws. The Parties agree to the performance guarantees set forth on Exhibit D-1.
- 4.5** Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client or a Member to provide information necessary to fulfill its obligations as required under this Agreement if and to the extent that the failure causes the delay or lack of performance.
- 4.6** Medical Emergencies.
- a. The Health Services do not include emergency medical services and Members contacting Care Providers for virtual care will be directed to contact urgent care in the event of an emergency.
  - b. If the Health Center is contacted about a medical emergency that is taking place outside the Health Center, then Health Center staff will: (i) confirm that 911 has been called by the customer; and (ii) confirm that customer-designated first responders, if any, have been notified. Provision of emergency medical services outside of the Health Center is expressly outside of the scope of this Agreement. It is a provider's decision to make

whether they respond to the scene of the medical emergency as a Good Samaritan to assist any first responders until an ambulance and/or paramedics arrive.

- c. If a Member appears at a Health Center with symptoms that are best evaluated in an emergency room (for example, chest pain or difficulty breathing, seizures, weakness/numbness on one side, slurred speech, fainting/change in mental state, serious burns, head or eye injury, concussions/confusion, etc.), then Marathon will immediately call 911 and provide Basic Life Support (“BLS”) as appropriate until an ambulance and/or paramedics arrive. Care Providers may need to triage emergent situations that develop during a patient visit. If a medical emergency evolves, then Care Providers are expected to call 911 and provide BLS as appropriate until an ambulance and/or paramedics arrive.
- 4.7** Refusal of Treatment. Certain Members may refuse to accept procedures or treatment recommended by Care Providers. If a Member refuses to accept treatment or procedures recommended by Care Providers, then neither the Care Providers nor Marathon will have further responsibility to provide or arrange treatment.
  - 4.8** Marathon Health Reports. Marathon will provide to Client the reports described in Exhibit E. The provision by Marathon to Client of the reports listed on Exhibit E is contingent upon Client’s delivery to Marathon the medical claims data from Client’s applicable health benefit plan(s) as described in Section 6.7 and the Eligibility File as described in Section 6.6. Marathon will provide additional customized reports as requested by Client, and agreed upon by Marathon, at an additional mutually agreed cost.
  - 4.9** Visit Fees. At the request of Client, Marathon will charge members and collect payment for non-preventive services at the time of the visit in accordance with details agreed to by the Parties. Any fees collected from Members will be credited to Client on the invoice for the month immediately following the month in which the fees are collected. If the Marathon Services set forth on Exhibit B include Claims Submission Services, Marathon will submit claims to a Claim Processor (as defined in Section 5.6) for patient visits for purposes such as crediting patient deductibles for visit fees collected by Marathon on behalf of Client or for aggregating Marathon encounter activity with other Client group health plan activity. For the avoidance of doubt, if applicable, Client will establish the fair market value for non-preventive services to be charged to Members.
  - 4.10** Member Outreach. Marathon shall conduct such Member outreach as it deems reasonably necessary to support the Health Services to be provided under this Agreement, including campaigns notifying Members and potential Members not currently receiving services from Marathon of available services. The campaigns may be conducted in print, by telephone or via e-mail and text message (to the extent permitted under applicable law). Client shall support such outreach by Client providing Marathon with contact information of all Members appearing on the Eligibility File, including but not limited to the following (if available): email address, phone number, work address, home address. Member outreach initiated by Marathon shall be at Marathon’s cost. Outreach materials requested by Client beyond Marathon’s standard personalization services will be billed as additional services pursuant to a service order.
  - 4.11** HIPAA Compliance. Marathon, its Care Providers and their agents will safeguard Members’ personal health information to ensure that the information is not improperly disclosed and to comply with the regulations promulgated by the United States Department of Health and

Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as the same may be amended from time to time (collectively the “HIPAA Regulations”), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Member’s rights to his/her individual medical information.

**4.12** Access to Member Health Records. Marathon will afford access to Member’s health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to health records or other personal and confidential information to any individual or to Client except as provided in this Section 4.11. To the extent Marathon utilizes space provided by Client to provide services under this Agreement, Client shall reasonably cooperate with Marathon in complying with the requirements described in Section 4.10 and 4.11, including as related to the physical access to such space.

**4.13** Marathon Intellectual Property.

- (a) During the Term, Marathon hereby grants to the City a non-exclusive license (the “Marathon License”) to reproduce, publish, perform and display the Marathon Marks (defined below) (i) to fulfill its obligations under this Agreement; and (ii) in City recruiting and benefit materials. The City will use all the Marathon Marks in accordance with any usage guidelines provided by Marathon to the City. To the extent that Marathon may reasonably object to the manner and means in which the City uses any of the Marathon Marks hereunder, the City will promptly take such action as may be reasonably required to address and remedy any such objection(s). “Marathon Marks” means those trademarks of Marathon as Marathon may notify the City in writing to be “Marathon Marks” within the meaning of this Agreement.
- (b) To the extent a particular service (e.g., the Member Portal) is hosted by Marathon (a “Hosted Service”), Marathon hereby grants the City and/or the Members, as applicable, the right to access such Hosted Service as described on Exhibit B during the Term.
- (c) “Marathon Materials” means the Marathon Marks and any text, graphical content, images, techniques, methods, designs, software, hardware, code, documentation or any improvement or upgrade thereto, that is used by or on behalf of Marathon to provide certain services to the City under this Agreement. As between the parties, Marathon retains all right, title and interest in and to the Marathon Materials and the Health Services.
- (d) Except as explicitly set forth in this Agreement, no other rights, or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

## **5. DUTIES OF THE CITY.**

**5.1** Promotion of Health Services. Client will publicize and provide descriptive information about the Marathon Services, including standard marketing materials provided by Marathon, to all potential Members who are eligible to receive Health Services. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing or

publicizing the Health Services prior to the distribution of such materials. Marathon shall review and comment on such materials within a reasonable time after receipt. Client shall use reasonable efforts to seek Marathon's input prior to providing such information to potential Members, which input shall not be unreasonably delayed.

- 5.2** Eligibility Files. Client will provide to Marathon a list of Members eligible to receive Health Services at the Health Center (the "Eligibility File") no later than thirty (30) days prior to the Start Date, and thereafter will provide an updated Eligibility File that reflects new and terminated Members on a frequency to be mutually agreed by the Parties. The Eligibility File will contain the entire population of Members and will adhere to Marathon's content and format specifications set forth on Exhibit E. In the event Client desires to use an alternative format to transmit the Eligibility File, Marathon will evaluate using such alternative format, including whether additional costs shall apply. Members will be entitled to use the Health Services as of the "eligible on date" indicated in the Eligibility File.
- 5.3** Medical Claims Data. To assist in the identification and treatment of Members with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, and subject to applicable law and any confidentiality and business associate agreements, Client will direct its carrier, third party administrator, or third party vendor for claims data mining (each, a "Claim Processor") to provide to Marathon medical claims data and pharmaceutical claims data via SFTP for the Members enrolled in Client's health plan(s) for the 24 months prior to the initiation of the Health Services, and minimally at monthly intervals thereafter through the Term. In the event such claims data is not provided to Marathon, the Parties shall agree to adjust the performance guarantees as appropriate. In the event Client desires to use an alternative format to transmit the claims data, Marathon will evaluate using such alternative format, including whether additional costs shall apply.
- 5.4** Claims Submission. Client shall direct and obtain agreement from its Claims Processor to receive shadow claims for patient visits from Marathon. For the avoidance of doubt, Marathon shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor. Marathon will submit claims in accordance with Marathon's standard format to one Claims Processor designated by Client. In the event Client desires to use an alternative format for the transmission of Claims to a Claim Processor or Client requests that Marathon submit claims to multiple Claims Processors, Marathon will evaluate the feasibility of using such alternative format and/or submitting claims under multiple plans. Marathon shall advise Client of any additional costs required to satisfy such requests.
- 5.5** Business Operations/Legal Compliance. Client will be solely responsible for (a) determining the impact, if any, of offering the service to Members upon Client's business operations, including but not limited to any impact based upon Client's other benefit plans and (b) ensuring Client's compliance with all laws applicable to Client. In the event the Marathon Services become part of a Client employee benefit plan or program, neither Marathon nor any third party contractors it may engage shall be considered to be in a fiduciary, trustee or sponsor relationship with respect to such plan.
- 5.6** Demand for Health Services. In the event that demand for Health Services at the Health Center exceeds Marathon's ability to arrange for the provision of Health Services during the hours set forth on Exhibit B, Marathon, Client and the Shared Site Owner may mutually agree to modify the staffing at the Health Center to provide for additional availability and the fees payable in connection therewith. Such modification will be effective subject to the execution of written

amendments by Marathon and each of Client and the Shared Site Owner memorializing such modification.

6. **COMPENSATION.** The total fee for services provided under this Agreement shall be as set forth on Exhibit D.

Invoices shall be submitted by cover letter from Marathon. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices will be issued in accordance with the terms of Exhibit D.

The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

7. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificates must be received and approved prior to commencement of work. All certificates shall show Client as an additional insured and shall indicate that the policy may not be amended or cancelled without prior 30 days' notice to Client.

8. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service owned by the Client in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

9. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested. Nothing in this Section 9 shall be construed to: (i) grant to the City ownership of medical records generated by Marathon in the course of providing the Health Services, which shall be owned and maintained by Marathon in accordance with the provisions of applicable law; and (ii) access, disclose, transfer or otherwise use any information protected under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

10. **INDEMNITY. MARATHON AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY**

INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. In no event will Marathon be liable to the City for indirect, incidental, consequential or punitive damages resulting from any breach of this Agreement. The maximum liability of Marathon to the City for any breach or violation of this Agreement shall not exceed an amount equal to the total fees payable under this Agreement during the eighteen (18) month period prior to the first date on which the liability arose. Notwithstanding the foregoing, any claim that is appropriately pursued under an applicable professional liability statute shall be pursued under said statute and not under this Agreement and shall be subject to the protections and limitations of said statute, including, without limitation, liability limits.

11. **NON-SOLICITATION.** As consideration for the resources dedicated to the development of the Marathon Services and for Marathon entering into this Agreement, Client agrees that it will not, either during the term of this Agreement or for a period of two (2) years after the termination or expiration of this Agreement, directly or indirectly, employ or consult in any way, whether in a paid or unpaid capacity, any entity or individual, including but not limited to Care Providers, medical directors, Collaborating Physicians, employees or independent contractors furnished by Marathon to perform services under this Agreement, unless Marathon gives Client prior written approval.

12. **TERMINATION.**

12.1 Termination Events. This Agreement may be terminated:

- (a) Following written notice of material breach of this Agreement specifying the nature of the breach, given by the non-defaulting Party; provided, however, that the defaulting Party shall have thirty (30) days from the receipt of such notice in which to cure the material breach; or
- (b) Following thirty (30) days' prior written notice of termination by either Party if the other Party appoints a custodian, liquidator, trustee or receiver, for a material portion of its assets; or if such other Party files a voluntary petition in U.S. bankruptcy court; or is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law for relief of debtors are instituted by or against such Party and are not dismissed within sixty (60) days.

- (c) Following one hundred eighty (180) days' prior written notice by the City if termination is determined by the City to be necessary for the public convenience.

## **12.2 Consequences of Termination.**

- (a) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default.
- (b) Upon termination in accordance with the terms of this Agreement, Client shall remain liable for all fees and costs payable through the effective date of termination, less any just and lawful offsets and amounts in dispute, and such liability for payment shall survive the termination of this Agreement. Provided that Client has satisfied all payment obligations under this Agreement, Marathon agrees to work with Client to make an orderly transition of the Marathon Services and Client's property pursuant to the terms and conditions of a mutually agreed upon transition plan. Marathon and Client agree to negotiate in good faith the terms and conditions of any such transition plan.
- (c) Marathon shall maintain Members' health records beyond termination of this Agreement in accordance with applicable laws. In addition, upon termination of this Agreement, Marathon agrees to provide a one-time file transfer of all eligible medical records in Consolidated Clinical Data Architecture (CCDA) format at no additional charge. Should Client request the transfer of Member health records in a format other than CCDA, Marathon's standard hourly rates for the professional services necessary to satisfy this request shall apply.

## **13. CONFIDENTIAL INFORMATION.**

**13.1** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

**13.2** Marathon and Client acknowledge that each Party has certain obligations under HIPAA, and the rules and regulations promulgated thereunder. To satisfy those obligations, the Parties agree to execute the Business Associate Addendum attached to this Agreement.

**14. INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.

**15. ADVERTISING.** Consultant shall not advertise or publish, without the City's prior consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. The City expressly permits Consultant to use the City's name in advertisements to recruit Care Providers or other personnel dedicated to the provision of the Services hereunder. The Consultant may also



indicate that the Consultant provides the Health Services to the City on its website and at trade shows.

16. **NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Consultant, to: Marathon Health, LLC  
Attn: Jeff Wells, CEO  
10 W. Market Street, Suite 2900  
Indianapolis, IN 46204

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

If to City, to: City of Coppell  
Attn: Mike Land, City Manager  
255 E. Parkway Blvd.  
Coppell, Texas 75019

17. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas.
18. **GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
19. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
20. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
21. **PROTECTION OF RESIDENT WORKERS.** The City of Coppell actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing

services under the Contract Documents. The audit will be at the City's expense.

- 22. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Coppell supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- 23. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- 24. SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Except as permitted under this Section 24, neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other, not to be unreasonably withheld, and assignment without such consent shall be void. Notwithstanding the foregoing, Marathon may assign this Agreement, without the consent of the City, to any purchaser of all or substantially all of Marathon's assets or to any successor by way of merger, consolidation or similar transaction.
- 25. REPRESENTATIONS; AUTHORITY TO EXECUTE.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel. Each Party further represents, warrants and covenants that: (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any bylaw, charter, regulation, law, or agreement to which such Party is bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable in accordance with its terms.
- 26. MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

- 27. FORCE MAJEURE.** If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notice of the event shall be given by the nonperforming party to the other within seven (7) days of the event of force majeure identifying the event and the expected duration of delay. Failure to transmit this notice shall be deemed a waiver of any justification for delay or nonperformance due to force majeure. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.
- 28. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.
- Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.
- 29. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- 30. TEXAS GOVERNMENT CODE CHAPTER 2271.** Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

**31. TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**32. ENTIRE AGREEMENT.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.

**33. CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**CITY OF COPPELL, TEXAS**  
Approved by the City of Coppel

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COPPELL**  
255 E. Parkway Blvd.  
Coppell, Texas 75019

**Attachment "A"**

**Insurance**



MARATHN-CL

KSANKEY

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |              |
|---|---|--------------|
| PRODUCER<br>Gregory & Appel Insurance<br>1402 N Capitol Suite 400<br>Indianapolis, IN 46202 | CONTACT NAME: <b>Kalyn Sankey</b>   |              |
|   | PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____<br>E-MAIL ADDRESS: <b>ksankey@gregoryappel.com</b> |              |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #       |
| INSURER A : <b>Columbia Casualty Company</b>  |   | <b>31127</b> |
| INSURER B : <b>Transportation Insurance Co</b>  |   | <b>20494</b> |
| INSURER C : <b>Hanover American Insurance</b>   |   | <b>36064</b> |
| INSURER D : <b>ACE American Insurance Company</b>   |   | <b>22667</b> |
| INSURER E :   |   |              |
| INSURER F :   |   |              |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | HMA1064390164 | 1/19/2023               | 1/19/2024               | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMPI/OP AGG \$ 5,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Hired AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | BUA7012228956 | 1/19/2023               | 1/19/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | HMC4031941072 | 1/19/2023               | 1/19/2024               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | WMWH471423    | 1/19/2023               | 1/19/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| A        | Malpractice  |           |          | HMA1064390164 | 1/19/2023               | 1/19/2024               | Aggregate 5,000,000   |
| D        | Cyber Liability  |           |          | D97014735     | 1/19/2023               | 1/19/2024               | Limit 5,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Named insured includes: Marathon Health, LLC; Marathon Health Holding, Inc.; MH 101, PC; MH 102, PC; MH Health Care Services, PC; MH Medical Services, PC; MH Nursing of Indiana, PC; MH Nursing of California, PC and MH Health of Kansas, PC.

Professional Liability (Medical Malpractice) Claims Retro Date on Professional Policy: 01/19/2005  
 Excess Cyber Limit: \$5,000,000  
 Cyber Liability Claims Retro Date: 05/29/2009

|   |   |
|---|---|
| CERTIFICATE HOLDER<br><br>BLANK CERTIFICATE FOR PROPOSALS AND PROVIDERS | CANCELLATION<br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

## **Exhibit A**

### **Definitions**

- 1.1 “Care Provider(s)” means personnel, employees, agents or independent contractors of Marathon who provides Health Services to Members.
- 1.2 “Collaborating Physician” means a licensed physician who has a collaborative relationship with a nurse practitioner or physician’s assistant as required under the laws of the state in which such nurse practitioner or physician’s assistant is providing services.
- 1.3 “Health Services” means the preventive, wellness, disease management, health consultation, occupational health and/or primary care services described on Exhibit B.
- 1.4 “Marathon Services” means the Health Services and such other professional or support services necessary for the performance of Marathon’s obligations under this Agreement.
- 1.5 “Member” means an individual eligible to receive the Health Services who is listed in the Eligibility File.



## Exhibit B

### Marathon Services

**A. Health Services:** Commencing on the applicable Start Date, Marathon shall provide the following Health Services to Members identified as “Local” in the Eligibility File:

| Primary & Urgent Care                       | Description  |
|---|--|
| Acute Care<br>Adults 12+                    | Treatment of Members 12+ with minor acute illnesses, including respiratory infections, urinary tract infections, skin infections, wounds or similar illnesses that are episodic in nature and short in duration. Adult acute care is available via telephonic and video channels, in addition to in-person care. The health services do not include emergency medical services and the Care Providers will follow Marathon’s <u>Emergency Response Care Policy</u> attached as Exhibit F.  |
| Medical Procedures                          | Various medical procedures that can be done at a provider visit in a health center, including pap smear, shave biopsy, simple laceration repair - dermabond/adhesive strips, ear irrigation, skin tag removal, and cryotherapy - warts cryoprobe.  |
| Pediatric Acute Care<br>2+                  | Pediatric acute care for children 2+ with episodic medical issues (cough, cold, fever, rash etc.) and does not include well child. Pediatric acute care is available via telephonic and video channels, in addition to in-person care.   |
| Annual Preventive Visits/Physical Exams 12+ | Annual preventive physical examinations including well child checks (12+) with the ordering (or referral) of age-appropriate screenings, labs and immunizations. Age-appropriate screenings include mammography, colonoscopy, bone density and other screening tests. Includes sports/camp physicals for age 5+ without well child exams.  |
| Workplace Injury Triage                     | <p>OSHA first aid care for minor work injuries. When necessary, Members will be redirected to an appropriate facility for continued treatment.</p> <p>OSHA first aid treatment includes:</p> <ul style="list-style-type: none"> <li>· Using a non-prescription medication at nonprescription strength</li> <li>· Administering tetanus immunizations</li> <li>· Cleaning, flushing or soaking wounds on the surface of the skin</li> <li>· Using wound coverings such as bandages, Band-Aids™, gauze pads, etc.; or using butterfly bandages or Steri-Strips™</li> <li>· Using hot or cold therapy</li> <li>· Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc.</li> <li>· Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister</li> <li>· Removing foreign bodies from the eye using only irrigation or a cotton swab</li> </ul> |



|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>· Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means</li> <li>· Providing fluids to drink for relief of heat stress</li> </ul>       |
| Patient Support: FMLA, OSHA and disability forms | Care Providers can complete FMLA, Occupational Health (first treatment of injury), and disability forms on behalf of patients when such provider is the medically appropriate resource to fill out the form.  |
| Depression Screening                             | Screening services for depression at annual visits or when deemed necessary by the Care Provider. If necessary, follow up care and services will be provided to the patient as needed.  |
| Large Medical Equipment                          | Large medical equipment that is necessary to provide the Services which may include spirometry, cryophobe, oxygen tanks, AED, EKG, Cholestech, exam tables and phlebotomy chairs.   |
| Medical Supplies and Small Medical Equipment     | Marathon will provide its standard package of disposable medical supplies and small equipment necessary to for provide the Services at the health center. Non-standard supplies and equipment requested by Client will be provided at an additional cost. |
| Collaborating Physician                          | Collaborating physician to mentor the NP and PA providers in the health centers.  |

| Lab & Pharmacy        | Description  |
|-----------------------|--|
| Diagnostic Tests      | Diagnostic tests ordered by Care Providers at their discretion for patients at a health center visit.  |
| Immunizations         | Immunizations including: influenza, Tdap, Hep A - pediatrics & adult, Hep B, pneumonia, Meningococcal conjugate/Men-ACWY, HPV-9 (age 12+), recombinant zoster vaccine (age 50+) (the standard set). Marathon will invoice Client for the cost of immunizations.  |
| Injections            | Injections ordered by a Care Provider during a patient visit from Marathon's standard set can be administered in the Health Center. Testosterone injections are not part of the standard set and are not included. Marathon will pass on the costs of injections to Client as administered.  |
| Labs                  | Labs ordered by Care Providers within Marathon health centers. There are over 200 approved labs on the Marathon formulary that will be used to guide the providers in the most needed and cost effective lab orders. Lab costs are billed to clients by Marathon as pass through expenses.   |
| External Lab Requests | Lab draws at the health center for labs ordered by external providers. The labs must be on the Marathon formulary list and with the consent of the patient. Marathon will ONLY perform the service as a collection site and will not give the patient results or additional information. Results and additional information will be provided by the external provider requesting the labs. Marathon will keep a copy of the lab results in the patient EMR for any future reference. |
| Medication Dispensing | Medications are available at point-of-care and over the counter via the onsite health dispensary or home delivery where legally permitted. All medications (including Over The Counter) medications will only be   |





|  |   |
|--|---|
|  | dispensed in connection with a patient visit. The health centers will stock starter medications (antibiotics, chronic condition meds etc.) and meds used most often at a provider visit onsite at the health centers based on the Marathon formulary. The cost for medical dispensing will be passed through to the employer at the time of order. Home prescription delivery will be invoiced upon dispense. Medication pricing will fluctuate according to the formulary costs. |
| Purified Protein Derivative (PPD) Test | Administration of the purified protein derivative (PPD) skin test to determine if a patient has tuberculosis.   |

| Optional Lab & Pharmacy             | Description  |
|-------------------------------------|--|
| Administration of Allergy Shots 16+ | Available for ages 16+ for additional cost.  |
| Travel Medicine                     | Care Provider will meet with patient and follow guidance of CDC on what immunizations or care would be needed for planned destinations. Immunizations include polio, typhoid, varicella and MMR. Yellow fever immunization is not available and patient would need to be referred outside of the center. Cost of vaccines administered and any medications dispensed will be invoiced to Client. |

| Integrated Wellness      | Description  |
|--------------------------|--|
| Health Coaching          | General coaching for all patients embedded in all visits where appropriate, especially when the patient is in a chronic disease management program or needs assistance with an ongoing health condition. Care Providers are trained on how to determine if coaching is needed and when/where it should be done.  |
| Self- Assessment Tools   | Access to a Health Risk Assessment (HRA) as well as other tools made available via the online portal. Patients can log into the portal to complete the HRA which will give them a health summary which is then pushed to the EMR. Client can choose to turn the HRA on or off depending on their needs.  |
| Wellness Programs        | Includes tobacco cessation program, mindfulness program and weight loss program. These are typically standardized, in person group programs delivered by Care Providers. Client may choose to have wellness programs as part of the participation rules for incentives. Custom requests requiring additional coordination, staffing or supplies may be provided at an additional cost. |
| Wellness Webinar Library | A library of various wellness webinars that are available throughout the calendar year and made available to Client upon request.  |
| Incentive Programs       | At Client's request, Marathon will manage Client's incentive program through the Member portal with the ability to track wellness activities. Administration of Client incentive programs using Marathon's standard incentive program design parameters is included at no charge. Custom incentive programs or services requiring additional   |



|  |  |
|--|--|
|  | coordination, staffing or supplies may be subject to additional cost. Compliance with applicable laws, including the Americans with Disabilities Act, is the responsibility of Client.   |
| Transparency Tools   | Hyperlink to third party transparency tools that offer online resources sharing quality, cost, and other data about providers. A hyperlink to a tool from the Marathon Member portal is available as a standard offering. Any technical integration beyond the hyperlink may be provided at an additional cost.  |
| Behavioral Health 12+                                      | Behavioral health services for ages 12+. Patients will have access to Licensed Professional Counselors (LPCs) and Licensed Clinical Social Workers (LCSWs) to evaluate, diagnose and provide counseling for those needing mental health services with challenges like addiction and mental illness. Counselors can also provide psychological care to patients dealing with job-related stress, family stress, depression, generalized anxiety disorder and other life challenges.   |
| Challenge Programs   | Marathon will manage Client's challenge programs including the tracking of wellness activities and steps challenges along with communications and administration.  |
| Annual Biometric Screening Events - Outside health centers | At the request of Client and for an additional cost, Marathon will arrange for mass biometric screening events or individual nurse visits. If applicable, Marathon will contract and help coordinate these events with a third party vendor to provide these services at any location specified by Client. These annual screenings are designed to assess the following metrics: height, weight, BMI, waist circumference, blood pressure, lipid assessment, tobacco use (patient attestation or blood draw), blood sugar (A1c test, non-fasting glucose). Individual nurse-visits are also available. Terms to be mutually agreed in a service order. |
| Flu Shot Events  | At the request of Client and for an additional cost, Marathon will arrange for mass flu shot events. If requested by Client, Marathon will help coordinate the administering of flu-shots with a third party vendor for onsite events, multiple employer locations or where Marathon does not have a physical location. Terms to be mutually agreed in a service order.  |

| Condition Management               | Description   |
|------------------------------------|---|
| Condition Management 12+           | Treatment of adults and children 12+ for chronic disease management inclusive of diagnosis, periodic evaluation, ongoing management and coaching, lifestyle management/education, prescription medications and laboratory monitoring. |
| Diabetes Durable Medical Equipment | Durable medical equipment used for diabetic patients (strips, lancets and meters) kept in stock and provided at the health center.  |
| Spirometry Testing                 | Spirometry testing which measures the amount of air inhaled and exhaled, and how quickly air is exhaled to diagnose asthma, chronic obstructive pulmonary disease (COPD) and other conditions that affect breathing.                  |



| Ignite Technology Platform  | Description   |
|---|---|
| Health Engagement System Technology Platform<br>(for up to 110% of the employees and spouses eligible to participate) | <ul style="list-style-type: none"> <li>• Marathon Member Portal with Personal Health Record (PHR), risk profile, interactivity trackers, incentives management and secure messaging with health center staff</li> <li>• Online scheduling system and secure messaging</li> <li>• Ability to conduct acute care and health coaching telephonically and over video interface, accessible from the Member portal and mobile (subject to applicable state laws)</li> <li>• Electronic Medical Record</li> <li>• Ability to import encounter data from carrier to provide historical patient encounter information</li> <li>• Integrated technologies supporting patient education and clinical workflow (e.g., clinical decision support, medication dispensing)</li> </ul> Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon standard format |
| Medical Claims Submission   | Marathon will submit medical provider claims via Marathon's standard format to the designated payer of Client through Marathon's EMR system upon request. Submission will be made to one health insurance administrator designated by Client. Requests to submit claims to additional plans requiring build-out of additional payer profiles in the EMR will be evaluated on a case-by-case basis and may be subject to an additional charge.   |

| Account Management and Advisory Services | Description  |
|--|--|
| One Point of Contact                     | As assigned Client Advocate provides one point of contact for triaging issues that may be handled by Marathon's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly. |
| Clinical Coverage Plan                   | Marathon will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.   |
| Monthly Reviews                          | Client Advocate will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.   |
| Annual Reviews                           | Client Advocate will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.                         |
| Ongoing Health Promotions                | Client Advocate will work together with the Client to manage ongoing communications for the promotion of health center services and operations   |
| Strategic Planning                       | Client Advocate will work to understand and support client's unique business objectives and goals for the health center. The Client Advocate will work collaboratively with the Client's broker/consultant,                                      |



|  |   |
|--|---|
|  | as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged. |
|--|---|

**B. Hours of Operation.** Marathon will provide the Health Services during the following hours, unless otherwise mutually agreed between the Parties:

|                  |            |
|------------------|------------|
| <b>Monday</b>    | 8am – 4pm  |
| <b>Tuesday</b>   | 11am – 7pm |
| <b>Wednesday</b> | 8am – 4pm  |
| <b>Thursday</b>  | 11am – 7pm |
| <b>Friday</b>    | 8am – 4pm  |

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

**C. Staffing.** Marathon will provide the following staffing:

| <b>Staffing*</b>                           | <b>FTE</b> |
|--|------------|
| Physicians                                 | 0.5        |
| Nurse Practitioners/Physician Assistants   | 1.0        |
| Medical Assistants                         | 1.5        |
| Licensed Clinical Mental Health Counselors | 0.5        |

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



## Exhibit C

### Reporting Services

The following reports will be provided by Marathon at no additional fee. All reports will include aggregated, de-identified data in compliance with applicable state and federal privacy laws. To the extent required by such laws, the content of certain reports may be limited, as determined by Marathon.

Quarterly insights including:

- Engagement by member type, location, risk level, service type, in-person vs. virtual, etc.
- Appointment volume by appointment category and type
- Operational stats such as unfulfilled care rate, no-shows, volume by day and hour
- Patient satisfaction rates and survey comments
- Details on labs, drugs, referrals, redirected care value and top diagnoses
- Screening rates and risk identification
- Care quality and outcomes results built around top cost drivers (cancer, musculoskeletal, circulatory) and key comorbidities / risk factors (mental health, diabetes, tobacco use)
- Progress on biometric risk reduction

Annual review insights including:

- Risk stratification report - an in-depth view of the population by risk level and prevalence rates of risk factors and chronic conditions
- Savings and ROI analysis
  - Impact on cost trend
  - User vs. non-user cost outcomes by chronic condition, risk band, place of service, etc.
- Performance guarantee reconciliation (annual or as applicable)

Marathon will provide additional customized reports as requested by Client, and agreed upon by Marathon, at an additional mutually agreed upon cost

Upon request and execution of a data use agreement, Marathon will provide standard extracts including Demographics, Biometrics, Appointments, Diagnosis, Drugs, Labs, Lab Results and Incentives. The standard extracts are available on a monthly basis in a generally accepted format to allow for the integration with claims data. Any customizations to the extracts or changes to the frequency or timing of the extracts requested by Client, and agreed upon by Marathon, may result in an additional mutually agreed upon cost.



**Exhibit D**  
**Compensation**

**Annual Fee**

Marathon will provide the Health Services as detailed on Exhibit B at the Health Center for the fixed annual fee set forth in the table below (the “Annual Fee”). The Annual Fee is payable in the monthly installments set forth in the table below (the “Monthly Fee”) and will be billed for each calendar month that the Health Services are available, with the first month’s payment pro-rated if the Start Date occurs after the first day of the month.

On the first day of the month immediately following each anniversary of the Start Date (or, if there are multiple Start Dates, the earliest Start Date to occur), the Annual Fee shall automatically increase by **5%** over the then-current Annual Fee.

The Annual Fee and Monthly Fee payable during the Initial Term shall be as follows:

| <b>Service Period*</b>    | <b>Annual Fee</b> | <b>Monthly Fee</b> | <b>% Annual Increase</b> |
|---------------------------|-------------------|--------------------|--------------------------|
| Year 1: 1/28/24 – 1/31/25 | \$240,320         | \$20,027           |                          |
| Year 2: 2/1/25 – 1/31/26  | \$268,018         | \$22,335           | 5%                       |
| Year 3: 2/1/26 – 1/31/27  | \$292,213         | \$24,351           | 5%                       |
| Year 4: 2/1/27 – 1/31/28  | \$306,823         | \$25,569           | 5%                       |
| Year 5: 2/1/28 – 1/31/29  | \$322,165         | \$26,847           | 5%                       |

*\* For the purposes of this Exhibit D, Year 1 includes the first full twelve calendar months after the earliest Start Date, plus any partial calendar month if the Start Date begins after the first day of the month (e.g. if the Start Date is January 10, 2024, then Year 1 is January 10, 2024 through February 28, 2025). Year 2 and 3 are each twelve month period thereafter.*

*\*\* First invoice issued under this Agreement shall be for 1/28/24 through 2/29/24 and pro-rated for the period of 1/28/24 through 1/31/24.*

Marathon will submit its initial invoice on or after the Start Date, with such invoice to include fees payable beginning on the Start Date through the first full month to occur after the Start Date. Thereafter, Marathon will invoice for the Monthly Fee on a monthly basis.

**Fees for Other Services**

**Laboratory and Pharmaceutical Charges.** Marathon will invoice Client monthly for laboratory and pharmaceutical charges. Laboratory charges will be invoiced to Client at cost. Pharmaceuticals will be invoiced as follows: (i) for pharmaceuticals dispensed out of a Health Center, Marathon will invoice for pharmaceuticals at the time of purchase at Marathon’s cost of acquisition (including any shipping and handling charges invoiced by Marathon’s third-party vendor); and (ii) pharmaceuticals delivered via home delivery service will be invoiced upon dispense.

**Travel Cost.** Travel costs for Health Center staff and health screeners to visit Members at offsite locations will be invoiced separately. Any such travel will be pre-approved by Client and in accordance with Marathon’s travel policy.

**Other Fees; Postage.** Marathon’s monthly invoices will include charges for any mutually agreed professional services outside of Marathon’s standard scope, service enhancements or Client special requests. All postage for Member communications will be invoiced to Client at cost.



**At Risk Fees and Marathon Method**

Subject to Client's satisfaction of the client requirements set forth in Exhibit D-1, up to ten percent (10%) of the aggregate Annual Fees remitted by Client ("At-Risk Amount") for each 12-month period beginning on the first day of the month occurring immediately after the Start Date.



**Exhibit D-1  
PERFORMANCE GUARANTEES**

**At-Risk Amount.** Marathon provides performance guarantees based on achievement of key metrics covering the four dimensions of the optimization of healthcare delivery and overall health of a population (the “Quadruple Aim”). Subject to Client’s satisfaction of the client requirements set forth in this Exhibit D-1, up to ten percent (10%) of the aggregate Annual Fees remitted by Client (“At-Risk Amount”) for each 12-month period beginning on the first day of the month occurring immediately after the applicable Start Date, for a total of three years (“Year 1”, “Year 2” and “Year 3” respectively, or each, a “Year”).

If a Quadruple Aim metric is not met, Marathon will issue an invoice credit up to the At-Risk Amount to Client, allocated as indicated for each year:

|                          | At-Risk Amount -<br>Percentage of Annual Fee |        |        |
|--------------------------|--|--------|--------|
|                          | Year 1                                       | Year 2 | Year 3 |
| <b>Member Engagement</b> | 2.5%   | 2.5%   | 2.5%   |
| <b>Member Experience</b> | 2.5%   | 2.5%   | 2.5%   |
| <b>Quality Measures</b>  |  | 2.5%   | 2.5%   |
| <b>Client Savings</b>    | 2.5%   | 2.5%   | 2.5%   |
| <b>Total At-Risk</b>     | 7.5%   | 10%    | 10%    |

**MEMBER ENGAGEMENT**

Marathon’s Performance

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

| Category                   | Definitions  | Measurement  | Engagement Target |
|----------------------------|--|--|-------------------|
| <b>Utilization</b>         | Unique eligible employees that have used any of the following services in person or via telephonic or virtual means: visit with a medical assistant, nurse, health coach (RD, CDE, RN) (“Health Coach”) or provider (physician, advanced practitioner, physical therapist, behavioral health specialist) (“Provider”). | <b>Numerator:</b> Unique eligible employees with any visit type during the applicable 18-month period<br><b>Denominator:</b> Unique eligible employees with at least 6 months eligibility during the applicable 18-month period and eligible at the end of such period | 50%               |
| <b>Provider Engagement</b> | Unique eligible employees that have an appointment with a Health Coach or Provider in person or via telephonic or virtual  | <b>Numerator:</b> Unique eligible employees having an Appointment (excluding occupational health visits)   | 40%               |





|   |  |   |     |
|---|--|---|-----|
|   | means (“Appointment”). Excludes occupational health Provider visits.   | <b>Denominator:</b> Unique eligible employees with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period   |     |
| <b>High-Chronic Provider Engagement</b> | Unique eligible employees who are identified as high-chronic that have an Appointment with a Health Coach or a Provider. Excludes occupational health Provider visits. | <b>Numerator:</b> Unique eligible employees who are identified as high-chronic having an Appointment (excluding occupational health visits)<br><b>Denominator:</b> Unique eligible employees who are high-chronic (Marathon Health Proprietary High-Risk Algorithm) with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period | 60% |

Fee Credits

The portion of the At-Risk Amount attributable to Increasing Member Engagement (indicated in the table above) will be credited back to the Client in accordance with the following scale:

| # of Engagement Targets Met | % of At-Risk Amount     |
|-----------------------------|-------------------------|
| 2 of 3                      | 0% credited to Client   |
| 1 of 3                      | 50% credited to Client  |
| 0 of 3                      | 100% credited to Client |

**MEMBER EXPERIENCE**

Marathon’s Performance

Following each of Year 1, Year 2 and Year 3, Marathon will calculate the Experience Targets set forth in the table below as indicated in the table.

| Category                        | Definitions   | Measurement   | Experience Target |
|---------------------------------|---|---|-------------------|
| <b>Patient Satisfaction</b>     | % of survey respondents who rated Marathon Health’s services as ‘good’ or ‘excellent’ after a provider or health coaching visit with a 5 point response scale – excellent, good, average, fair, and poor – during each annual measurement period. | Respondents who rated services as ‘good’ or ‘excellent’ – minimum sample size of 50 responses | 90%               |
| <b>Net Promoter Score (NPS)</b> | Survey respondents on a scale of 0-10 answering the question – how likely is it that you would recommend Marathon Health to your friends, family or business associates   | NPS calculation – minimum sample size of 50 responses   | 70                |



|  |                             |   |     |
|--|-----------------------------|---|-----|
| <b>Repeat Patient Utilization Rate</b> | Repeat employee Utilization | <b>Numerator:</b> Unique eligible employees who had at least two instances of Utilization during the preceding 18-month period<br><b>Denominator:</b> Unique eligible employees who had at least one instance of Utilization, with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period | 50% |
|--|-----------------------------|---|-----|

Fee Credits

The portion of the At-Risk Amount attributable to Member Experience (indicated in the table above) will be credited back to the Client in accordance with the following scale:

| # of Experience Targets Met | % of At-Risk Amount     |
|-----------------------------|-------------------------|
| 2 of 3                      | 0% credited to Client   |
| 1 of 3                      | 50% credited to Client  |
| 0 of 3                      | 100% credited to Client |

**QUALITY MEASURES**

Marathon's Performance

Following Year 1, Year 2 and Year 3, Marathon will calculate the measurements indicated in the table below for Members with at least 6 months of eligibility during the applicable calendar year who have had at least one preventive provider visit during such period (note exception for mental health screening which requires a physical or comprehensive health review). Measurements in Year 1 will be used to establish the clinical baseline upon which targets in Year 2 or 3 will be determined. Year 2 and Year 3 performance will be measured as percentage annual improvements for non-compliant Members over the preceding year's results. Notwithstanding the foregoing, Marathon will be deemed in compliance with a performance target if it meets the HEDIS 67<sup>th</sup> percentile for compliance or, where no HEDIS benchmark applies, Marathon will satisfy the performance target if it attains the benchmark indicated in the table below.

The minimum sample size for inclusion of a metric is 20 members. In the event one or more metrics are not included in the total points calculation due to insufficient sample size, the total achievable points for such year shall be decreased by the number of excluded categories and the target points pro-rated accordingly.



| Category                | Guidelines                              | Class                            | Measurement  | Targets Years 2-3  | Weighting |
|-------------------------|---|----------------------------------|--|--|-----------|
| <b>Top Cost Drivers</b> |   |                                  |  |  |           |
| <b>Cancer</b>           | Breast Cancer Screening (Mammogram)     | Adult Preventive Care Guidelines | Measure identifies women 50 through 74 years of age during the reporting period who had a mammogram to screen for breast cancer within the past 24 months, with a 3 month grace period | 15% year over year improvement, or HEDIS 67 <sup>th</sup> percentile | 0.33      |
|                         | Cervical Cancer Screening 21-64         | Adult Preventive Care Guidelines | Measure identifies female patients 21 through 64 years of age who have had a cervical cancer screening – look-back period varies with test type  | 15% year over year improvement, or HEDIS 67 <sup>th</sup> percentile | 0.33      |
|                         | Colorectal Cancer Screening             | Adult Preventive Care Guidelines | Measure identifies patients 45 through 75 years of age who received a colorectal cancer screening – look-back period varies with test type   | 15% year over year improvement, or HEDIS 67 <sup>th</sup> percentile | 0.33      |
| <b>Musculoskeletal</b>  | Low Back Pain – Exercise / PT Referral  | Orthopedic Guidelines            | Measure identifies patients 18+ who were treated for neck and back pain with strength and endurance exercise or referred to physical therapy   | 15% year over year improvement, or 50% compliance                    | 0.75      |
|                         | Knee Osteoarthritis – Weight Management | Orthopedic Guidelines            | Measure identifies overweight patients with hip osteoarthritis who received nutrition counseling   | 15% year over year improvement, or 50% compliance                    | 0.75      |
| <b>Circulatory</b>      | Controlling High Blood Pressure         | Hypertension Guidelines          | Assesses adults 18-85 years of age who had a diagnosis of hypertension and whose blood pressure was  | 15% year over year improvement, or HEDIS 67 <sup>th</sup> percentile | 0.50      |



|   |   |                                  |   |   |      |
|---|---|----------------------------------|---|---|------|
|   |   |                                  | adequately controlled (<140/90 mm Hg).  |   |      |
|   | TC : HDL Ratio – Improvement of High / Very High Risk | Adult Preventive Care Guidelines | Percent of patients who are high or very high risk for TC : HDL ratio who had two measurements and were eligible for at least 75% of the measurement period and improved to a lower risk category   | 10% year over year improvement, or 30% compliance | 0.50 |
| <b>Key Comorbidities / Risk Factors</b> |   |                                  |   |   |      |
| <b>Mental Health</b>                    | Depression in Adults: Screening and Follow-up         | Adult Preventive Care Guidelines | Measure identifies patients 12 years of age and older who have been screened for clinical depression using a standardized depression screening tool, and if positive, a follow-up plan is documented. Only patients with an annual physical or comprehensive health review are included in this metric. | 15% year over year improvement, or 60% compliance | 1.50 |
| <b>Diabetes</b>                         | <b>Percent at SOC – at least 5 of 8 met</b>           |                                  |   | 15% year over year improvement, or 70% compliance | 2.00 |
|   | BP Control in Diabetes (140/90)                       | Diabetes Guidelines              | Measure identifies patients 18 years of age or older with diabetes whose most recent blood pressure is less than 140/90   |   |      |
|   | HbA1c Screening                                       | Diabetes Guidelines              | Measure identifies patients 18 years of age and older with diabetes who have had a hemoglobin A1C screening in the past 6 months.   |   |      |



|  |                                       |                     |   |  |  |
|--|---------------------------------------|---------------------|---|--|--|
|  | HbA1c Control <8%                     | Diabetes Guidelines | Measure identifies patients 18 years of age or older with diabetes whose most recent hemoglobin A1c value is less than 8%   |  |  |
|  | Moderate or High-Intensity Statin Use | Diabetes Guidelines | Measure identifies patients 40 through 75 years of age with diabetes who have an active statin prescription   |  |  |
|  | Comprehensive Diabetic Foot Exam      | Diabetes Guidelines | Measure identifies patients 18 years of age or older with diabetes who received a diabetic foot exam  |  |  |
|  | Lipid Profile Screening in Diabetes   | Diabetes Guidelines | <p>Measure identifies patients satisfying any of the following criteria:</p> <ul style="list-style-type: none"> <li>• Patients 18 years of age and older with diabetes who had a active statin medication with lipid profile lab result in the past 12 months</li> <li>• Patients 18 to 40 years of age with diabetes who had a lipid profile lab result in the past 5 years</li> <li>• Patients 41 years and older of age and older with diabetes who had a lipid profile lab result anytime in the history</li> </ul> |  |  |
|  | Albumin/Creatinine Ratio (ACR)        | Diabetes Guidelines | Measure identifies patients 18 years of age and older with diabetes who have a albumin/creatinine   |  |  |



|                          |                              |                                  |   |  |      |
|--------------------------|------------------------------|----------------------------------|---|--|------|
|                          |                              |                                  | ratio (ACR) greater than 300 mg/g recorded TWICE in the last 12 months OR less than or equal to 300 mg/g recorded ONCE in the past 12 months.         |  |      |
|                          | Pneumonia Vaccination        | Diabetes Guidelines              | Measure identifies patients 18 years of age or older with diabetes who received 23-Valent Pneumococcal Polysaccharide Vaccine                         |  |      |
| <b>Tobacco Cessation</b> | Tobacco Cessation Counseling | Adult Preventive Care Guidelines | Measure identifies patients 18 years of age or older who are identified as current tobacco users and received tobacco cessation counseling or therapy | 15% year over year improvement, up to 67 <sup>th</sup> HEDIS | 1.00 |

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

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

Annual Fee Credits

The portion of the At-Risk Amount attributable to Quality Measures will be credited back to the Client in accordance with the following scale:

| # of Points Achieved | % of At-Risk Amount     |
|----------------------|-------------------------|
| < 2                  | 100% credited to Client |
| 2.0-2.99             | 75% credited to Client  |
| 3.0-3.99             | 50% credited to Client  |
| 4.0-6.00             | No refund               |



## CLIENT SAVINGS

### Marathon's Performance

Marathon will perform a cost outcomes analysis to determine savings for engaged versus non-engaged Members.

Following each of Year 1, Year 2 and Year 3, Marathon will analyze 12 months' worth of medical claims data for both engaged and non-engaged Members who are continuously eligible for services during each annual measurement period. "Engaged Members" are Members with 2+ visits with a provider in previous 18 months. "Non-engaged Members" are Members with 0 visits in that time frame. The analysis will be limited to members with a claim on the plan during the measurement year and exclude high-cost claimants with at least \$200,000 in claims spend in the measurement period.

To determine savings for engaged versus non-engaged Members, Marathon will compare the risk-adjusted spending per year per Member for engaged versus non-engaged Members. Adjustments for risk will be made using the Johns Hopkins ACG System or similar nationally recognized risk-scoring tool.

The following is an illustration of Marathon's savings comparison methodology:

|                                 | Non-Engaged<br>(0 Visits) | Engaged<br>(2+ Provider Visits) | Delta |
|---------------------------------|---------------------------|---------------------------------|-------|
| Average Paid PMPY Cost          | \$ 5,352.00               | \$ 4,380.00                     | -18%  |
| Average JH ACG Risk Score       | 1.65                      | 1.78                            | 1.08  |
| Average Risk-Adjusted PMPY Cost | \$ 5,352.00               | \$ 4,060.00 <sup>1</sup>        | -24%  |

<sup>1</sup> Average PMPY Cost for the engaged Members is adjusted by the ratio of the risk scores for non-engaged versus engaged members.

Based on the above risk-adjusted costs, engaged Members achieved a 24% savings in per Member per year plan costs on average.

Marathon's success under this performance guarantee will be measured by its achievement of savings targets. The portion of At-Risk Amount attributable to Client Savings will be credited back to the Client in accordance with the following targets and scale:

|                                     | Savings Achieved | % of At-Risk Amount |
|-------------------------------------|------------------|---------------------|
| <b>Year 1</b><br><b>Target: 15%</b> | Less than 9%     | 100% credit         |
|                                     | 9-11.99%         | 75% credit          |
|                                     | 12-14.99%        | 50% credit          |
|                                     | 15%+             | No credit           |
| <b>Year 2</b><br><b>Target: 18%</b> | Less than 12%    | 100% credit         |
|                                     | 12-14.99%        | 75% credit          |
|                                     | 15-17.99%        | 50% credit          |



|                               | 18%+          | No credit   |
|-------------------------------|---------------|-------------|
| <b>Year 3<br/>Target: 20%</b> | Less than 14% | 100% credit |
|                               | 14-16.99%     | 75% credit  |
|                               | 17-19.99%     | 50% credit  |
|                               | 20%+          | No credit   |

## CLIENT REQUIREMENTS

Notwithstanding the above, if the following requirements are not met during a given year, then no fee credit will be due to the Client for such year:

1. A minimum of 40% of the eligible employee population must participate in a biometric screening or annual physical during each contract year. If an outside vendor is utilized for biometric screening, Client will ensure that the patient data is provided to Marathon.
2. For use of the Health Center, if Client requires high Health Center fees (>\$50 per visit), limits employee access during work hours, locates the Health Center in a difficult to access location, or has other significant restrictions on Health Center use, then a minimum of 50% of the eligible population must have at least one provider visit in the Health Center during each contract year.
3. Client must utilize Marathon branded or co-branded material in the development and execution of member communications. Client must adopt Marathon Health outreach strategy.
4. Client must provide an annual wellness incentive program which promotes meaningful utilization and engagement with the Health Center. Incentive programs utilizing the elements of Marathon's incentive design template satisfy this requirement.
5. Client must provide Marathon Health with eligibility files as outlined in Exhibit E. Client must provide at least one of the following for at least 90% of employee population: home mailing address, email address, or phone number.
6. The medical claims, pharmacy claims and membership data referred to in Section 5.5 and Section 5.6 of the Agreement must be received as scheduled.
7. Client must provide information on PMPM medical and pharmacy claims cost and high-cost claimants of \$200,000 or above on a 12-month basis for at least the last 2 years immediately preceding Year 1 of the Agreement and within 90 days of the end of each contract year.





8.

## Exhibit E

### Eligibility File Content and Format

#### I. Content

The Eligibility File will contain the entire population of Members with the fields set forth in the file template below (Section II) populated for each Member, including:

- (i) Employees
- (ii) Employees on leave
- (iii) Employees who may elect to receive benefits under COBRA
- (iv) Dependents of employees who are 2 years old or older who Client desires to include as Members
- (v) "Hired on Date" and "Eligible on Date"
- (vi) Designation as to whether each Member is Local or Remote\*

*\*\*"Local" may mean: onsite, near-site, headquarters, corporate or specified department code identifiers in close proximity to the Health Center.*

*"Remote" may mean off-site, branch or specific department code identifiers not in close proximity to the Health Center.*

Definitions of eligibility and eligibility categories are subject to change based on mutual agreement at the time of implementation.



## II. Format

### Marathon Health Eligibility File Definition 7.6

#### II. Load Layout Specification

All files should be delivered in a UTF-8 PSV format (Pipe Delimited). "Required" indicates that a record will not be processed without this field being populated and will be returned to the client for correction. Certain other combinations of fields can also cause a record to be rejected and returned to the client (e.g. multiple people with the same unique\_identifier).

**Preferred File Format:** .psv (.csv will be accepted). .xlsx will not be accepted.

**Filename Convention:** Client\_Vendor\_Eligibility\_MMDDYYYY.

**Required field highlighted orange.**

**Highly desired or contingent fields highlighted yellow.**

| Column Number: | Field Name/Header         | Field Description                     | Data Type         | Max. Length | Required? | Comments   |
|----------------|---------------------------|---------------------------------------|-------------------|-------------|-----------|--|
| 1              | <b>First Name</b>         | First Name of Participant             | String            | 50          | X         | Required   |
| 2              | <b>Middle Name</b>        | Middle Name of Participant            | String            | 50          |           |  |
| 3              | <b>Last Name</b>          | Last Name of Participant              | String            | 50          | X         | Required   |
| 4              | <b>Name Suffix</b>        | Name suffix such as Jr.               | String            | 10          |           |  |
| 5              | <b>Gender</b>             | Participant's gender                  | String<br>M,F,U,O | 1           | X         | Required   |
| 6              | <b>Birth Date</b>         | Participant date of birth             | Date              | YYYY-MM-DD  | X         | Required   |
| 7              | <b>Email</b>              | Participant's email address           | String            | 255         | X         | * Highly Desired. Required if implementing Anywhere services. <b>Email Addresses cannot be duplicated.</b> Record(s) will not pass if duplicate email addresses exist. |
| 8              | <b>SSN of participant</b> | Social Security Number of participant | String            | 9           | X         | Required. <b>SSN cannot be duplicated.</b> If there are two records with the same SSN, record will   |



|    |                              |   |        |            |   |  |
|----|------------------------------|---|--------|------------|---|--|
|    |                              |   |        |            |   | not pass (ex: An employee, but also a spouse of an employee). Only one record can be received.   |
| 9  | <b>Service</b>               | Services that the participant is eligible for.  | String | 100        |   | This is a particular service this member is eligible for. If left NULL the eligibility is assumed to be "Clinic".  |
| 10 | <b>Relation</b>              | Designation for family members  | String | 25         | X | Required. This is the member's relation to the client (See page 7 for list).   |
| 11 | <b>Eligible Date</b>         | Date the member is eligible for current Health Plan, Location, Relation, (or Other).<br><br>This field may change throughout the course of a year, depending on updates made. |        | YYYY-MM-DD |   | Date the member is eligible for current Health Plan, Location, Relation, (or Other). In many examples, this is <u>Not</u> the Hire Date.<br>If Health Plan, Location, Relation (or other) changes for the user, this date should also change to reflect the date the change took effect.<br>If no date is sent, this will default to the date the file is run.<br>Future dates are not accepted. |
| 12 | <b>Ineligible Date</b>       | Date of termination   |        | YYYY-MM-DD |   | Marathon Health prefers to terminate by omission. If no longer eligible for services, please remove from the file. This field can be left blank.   |
| 13 | <b>Clinic Proximity Code</b> | Clients local for breakout reporting.   | String | 100        | X | Required. Need the ability to separate locations and/or services. May be used  |



|    |                               |                                 |        |     |   |  |
|----|-------------------------------|---------------------------------|--------|-----|---|--|
|    |                               |                                 |        |     |   | for invoice separation. This can be determined with Marathon Health assistance.  |
| 14 | Health Plan Code              |                                 | String | 100 | X | Required. Health plan information (ex: HDHP, HSA, PPO, Silver, Bronze, CDHP, Waived, etc)  |
| 15 | Wellness ID                   |                                 |        |     |   | This is Marathon Health's unique patient identifier. If provided, this will ensure an exact match on a patient record. This can be left blank.   |
| 16 | Unique Identifier             | Participant Employee Identifier | String | 50  | X | Required. This is a <b>unique</b> ID for <u>every</u> member on the file. This can be a social security number, employee ID, GUID or UUID, or any other unique descriptor for all members and should not change.                   |
| 17 | Unique Identifier Description |                                 | String | 100 | X | Required. A short description of the type of code used for the unique identifier.  |
| 18 | Association Code              |                                 | String | 50  | X | Required. This code is used for linking members of a family together. This code is typically the employee's unique identifier. It must be shared amongst all members of a household to ensure that families are grouped correctly. |
| 19 | Association Code Description  |                                 | String | 100 | X | Required. A short description of the type  |



|    |                              |   |        |     |   |                                    |
|----|------------------------------|---|--------|-----|---|------------------------------------|
|    |                              |   |        |     |   | of code used for Association Code. |
| 20 | Address 1                    | Home address of participant   | String | 255 | X | Required                           |
| 21 | Address 2                    | Home address of participant   | String | 255 | X | Required                           |
| 22 | City                         | City where participant resides  | String | 100 | X | Required                           |
| 23 | State                        | State where participant resides   | String | 2   | X | Required                           |
| 24 | Zip Code                     | Zip code where participant resides  | String | 10  | X | Required                           |
| 25 | Province                     | Province where participant resides<br>*Only provide if member resides outside of the U.S.A. | String | 100 |   |                                    |
| 26 | Country                      | Country where participant resides<br>*Only provide if member resides outside of the U.S.A.  | String | 100 |   |                                    |
| 27 | Emergency Contact First Name |   | String | 50  |   |                                    |



|    |                                |                                 |        |     |   |  |
|----|--------------------------------|---------------------------------|--------|-----|---|--|
| 28 | Emergency Contact Last Name    |                                 | String | 50  |   |  |
| 29 | Emergency Contact Phone Number |                                 | String | 20  |   |  |
| 30 | Home Phone Number              | Participant's home telephone    | String | 20  | X | * Highly Desired. Required if implementing Anywhere services. One type of phone number is required (home, mobile or work). Cannot be duplicated to others. |
| 31 | Work Phone Number              | Participant's work phone number | String | 20  | X | * Highly Desired. Required if implementing Anywhere services. One type of phone number is required (home, mobile or work). Cannot be duplicated to others. |
| 32 | Mobile Phone Number            | Participant's mobile telephone  | String | 20  | X | * Highly Desired. Required if implementing Anywhere services. One type of phone number is required (home, mobile or work). Cannot be duplicated to others. |
| 33 | Insurance Carrier Name         |                                 | String | 100 |   |  |
| 34 | Insurance Group ID Number      |                                 | String | 20  |   |  |
| 35 | Insurance Member ID Number     |                                 | String | 20  |   |  |



|    |                    |                                      |        |            |   |   |
|----|--------------------|--------------------------------------|--------|------------|---|---|
| 36 | Department         |                                      | String | 100        | * | Required if reporting out by department is desired by the client    |
| 37 | Department Type    |                                      | String | 100        | * | Required if above field is utilized.                                |
| 38 | Work Location      |                                      | String | 100        | * | Required if reporting out by work location is desired by the client |
| 39 | Work Location Type |                                      | String | 100        | * | Required if above field is utilized.                                |
| 40 | Work Address 1     | Address of participant's work place  | String | 255        |   |   |
| 41 | Work Address 2     | Address of participant's work place  | String | 2255       |   |   |
| 42 | Work City          | City of participant's work place     | String | 100        |   |   |
| 43 | Work State         | State of participant's work place    | String | 2          |   |   |
| 44 | Work Zip           | Zip code of participant's work place | String | 10         |   |   |
| 45 | Work Province      | Province of participant's work place | String | 2          |   |   |
| 46 | Work Country       | Country of participant's work place  | String | 10         |   |   |
| 47 | Hire Date          | Employee's actual date of hire       | Date   | YYYY-MM-DD | * | * Highly Desired. This is the actual date of hire for the member.   |

**Relation Types**



- Employee
  - Employee
  - COBRA
  - On Leave
  - Retiree
- Employee: Contractor
  - Contractor
- Dependent
  - Spouse
  - Dependent
  - Child
  - Domestic Partner
  - Employee/Dependent
  - Employee/Spouse
  - Same Sex Partner

**Accepted Gender Codes: M, F, U, O.**

**Additional Notes**

- All columns need to be accounted for within the file.
  - If a field is blank, please still send blank column.
- Email & Phone Numbers - Not required to process records but HIGHLY desired. Members can change email address when they create an account.

**File Format:**

.txt or .csv or .psv. No Excel Please

Transmission: SFTP with PGP encryption

Marathon hosts the FTP site and can provide credentials to appropriate recipients.

**Termination:**

Marathon terminates by omission. If a member is no longer eligible for services, please remove them from the file.

**File Naming Convention**

Marathon's general naming convention for eligibility files is as follows:

MarathonHealth\_ClientName\_VendorName\_Eligibility\_Date

(Underscores only, no spaces)

- ClientName – This is the client whose data is contained in the file, i.e. IU.
- VendorName – This is the name of the vendor sending Marathon the eligibility file.
- Date – Date should represent when the file was loaded and sent. Use yyyyymmdd format.
- Format – .psv (Pipe Delimited is preferred)

**Sample File Name:**

MarathonHealth\_ABCVendor\_AnyClient\_eligibility\_20170125.psv

Frequency:

Weekly feed is preferred, but not required.





We prefer flat text file, pipe delimited. We can accept .csv.  
Transferred via SFTP and PGP encrypted (Marathon will provide credentials and the public key)

**Critical Fields that will cause the file to fail processing:**

- Duplicate, Non-valid or missing SSNs
- First name missing
- Last Name missing
- Gender missing (or not M, F, U, O)
- Birthdate missing or inaccurate (less than today or greater than 90 years)
- Relation missing
- Unique identifier missing or duplicated
- Association code missing
- Duplicate email addresses
- Missing physical addresses



## **Business Associate Addendum**

This Business Associate Addendum (this "Addendum") is entered into by and between The City of Lewisville, Texas ("Covered Entity"), with principal offices at 151 W. Church Street, Lewisville, Texas 75057 and Marathon Health, LLC ("Business Associate"), with principal offices at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties."

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

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

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

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

### **I. DEFINITIONS.**

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

### **II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Addendum or as required by law.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Addendum. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any E PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, as provided for in the Security Rule.
- C. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Notice is hereby given that Business Associate may, from time to time, experience unsuccessful security incidents that do not result in unauthorized access to or



use of PHI and are associated with ordinary network traffic, including broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents. Covered Entity acknowledges that Business Associate has satisfied its obligation to provide notice of the above-described unsuccessful security incidents to Covered Entity.

- D. Following the discovery of a Breach of unsecured PHI, Business Associate shall notify the Covered Entity in writing of such Breach without unreasonable delay and in no event later than thirty (30) calendar days after the discovery. Such notification shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate.
- E. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- F. Business Associate shall make available PHI in a designated record set to the Individual or the Individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- G. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- H. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- A. Pursuant to this Addendum, Business Associate may use/disclose PHI obtained by Business Associate from Covered Entity as required under the Underlying Agreement, unless such use/disclosure violates the HIPAA Regulations or applicable state privacy laws in which case such use/disclosure is prohibited.
- B. Business Associate may use or disclose PHI as required by law.
- C. Business Associate agrees that uses and disclosures of PHI by Business Associate shall be consistent with the requirements of the Privacy Rule.
- D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may disclose PHI for the proper management and administration of Business Associate or to



carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- E. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- F. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514 for use as part of its proprietary database. Covered Entity also agrees that the terms of this Addendum restricting the use or disclosure of PHI shall not apply to the use or disclosure of De-Identified Information gathered or created by Business Associate, and that nothing in this Addendum shall impair the proprietary rights of Business Associate with respect to the foregoing database.

#### **IV. OBLIGATIONS OF COVERED ENTITY**

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

#### **V. PERMISSIBLE REQUESTS BY COVERED ENTITY**

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

#### **VI. TERM AND TERMINATION**

- A. This Addendum shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Business Associate authorizes termination of this Addendum by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.



**VII. OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.**

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

**VIII. GENERAL PROVISIONS**

- A. Regulatory References. A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended.
- B. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the HIPAA Regulations.
- C. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Regulations and any other applicable law.

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

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:  
MARATHON HEALTH, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

