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SECOND AMENDMENT TO PARTNERSHIP HEALTH SERVICES AGREEMENT

This Second Amendment to Partnership Health Services Agreement (the "Amendment") dated as of the later of the signatures below (the "Effective Date") is made by and between **CITY OF GRAND JUNCTION, COLORADO** ("Client") and **MARATHON HEALTH, LLC** ("Marathon"). Client and Marathon are sometimes referred to herein individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, Marathon and Client entered into that certain Partnership Health Services Agreement, dated as of January 12, 2023 (the "Agreement") for certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services ("Health Services"), as amended by the First Amendment to Partnership Health Services Agreement, dated December 29, 2023 (the "First Amendment"); and

WHEREAS, the Parties wish to further amend the Agreement to increase the on-site staffing at the Health Center and memorialize th payable by Client;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Staffing.**

   a. **Addition of Massage Therapy Services.** Upon the execution of this Amendment, Marathon will take commercially reasonable measures to recruit and hire a licensed massage therapist to provide massage therapy services to Members at the Health Center for twenty-four (24) hours per week (0.6 FTE), with a target start date of February 1, 2025, or as otherwise mutually agreed by the Parties ("Start Date").

   b. **Increase in Physical Therapist Services**. The staffing at the Health Center shall be increased by adding an additional sixteen (16) hours per week (0.4 FTE) of physical therapy services performed by a licensed physical therapist. Including the physical therapist already staffed at the Health Center twenty-four (24) hours per week (0.6) FTE, a total of forty (40) hours per week of physical therapist staffing (1.0 FTE) shall be provided, to begin on the Start Date.

   c. **Restatement of Staffing.** Effective as of the Start Date, the "Staffing" table in Section I(B) of Exhibit A-1 of the Agreement shall be amended and restated as follows:

   (B) Marathon will provide the following staffing:

Staffing*	FTE
Nurse Practitioner/Physician Assistant	1.0

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Medical Assistant	1.0
Medica Receptionist (formerly Practice Support Specialist)	1.0
Licensed Clinical Mental Health Counselor	0.6
Physical Therapist	1.0
Massage Therapist	0.6

* 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.

d. **Acknowledgement.** The Parties acknowledge and agree that neither Party has any further obligation with respect to the 0.6 FTE Clinical Care Coordinator referenced in the First Amendment. Those positions and responsibilities have been recategorized in the staffing and Fees set forth in this Amendment and the Agreement, as previously amended.

2. **Fees.**

a. **Implementation Fees.** Marathon will invoice Client for the implementation of the additional staffing described above ("Implementation Fee") in the amount of $32,346.00. The fee is allocated $14,227.00 for the physical therapist, and $18,119.00 for the massage therapist. The Implementation Fee will be invoiced on or after the Effective Date and will be payable in accordance with the terms of Section 4.1 of the Agreement.

b. **Annual Fees**. Beginning on the date on which the physical therapist services are provided for forty (40) hours per week, the Annual Fee shall be increased by the annualized amount of $110,949.00, pro-rated to account for the number of months then remaining in the Service Period.

Beginning on the date on which the massage therapist commences employment with Marathon, the Annual Fee shall be increased by the annualized amount of $111,276.00, pro-rated to account for the number of months then remaining in the Service Period.

In addition, the Annual Escalator applied to the Annual Fees shall be four percent (4%). Accordingly, as of the Start Date, Exhibit D of the Agreement shall be amended for remainder of the Initial Term as follows:

Service Period	Start Date – 12/31/2025		1/1/2026 - 12/31/2026		1/1/2027 - 12/31/2027	
	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee
Current Fee	$79,006.50	$948,078.00	$82,166.76	$986,001.12	$85,453.43	$1,025,441.16
Add 0.4 FTE Physical Therapist	$9,245.75	$110,949.00	$9,615.58	$115,386.96	$10,000.20	$120,002.44
Add 0.6 FTE Massage Therapist	$9,273.00	$111,276.00	$9,643.92	$115,727.04	$10,029.68	$120,356.12
Total	**$97,525.25**	**$1,170,303.00**	**$101,426.26**	**$1,217,115.12**	**$105,483.31**	**$1,265,799.72**

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3. **Notices.** Client acknowledges that notices given to Marathon in accordance with Section 13.4 of the Agreement shall be sent to:

	Marathon Health, LLC Attention: Jeff Wells, CEO 802-857-0400
Via USPS:	P. O. Box 1433 Portsmouth, NH 03802
Via UPS/FedEx:	2900 W. Market Street, Suite 2900 Indianapolis, IN 46204
Copy to:	Marathon Health, LLC Attention: General Counsel legal@marathon-health.com

4. **Miscellaneous.** This Amendment is made under and incorporates the terms and conditions of the Agreement. Capitalized terms not expressly defined hereunder shall have the meaning ascribed to them in the Agreement. The terms and conditions set forth in this Amendment are in addition to and not in substitution of any terms or conditions set forth in the Agreement. Except as specifically modified by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, parties hereto have executed this Amendment as of the Effective Date.

CLIENT:	MARATHON:
CITY OF GRAND JUNCTION, COLORADO	MARATHON HEALTH, LLC
By: DocuSigned by: Duane Hoff Jr., Contract Administrator – City of Grand Junction	By: Signed by:
Name:	Name: Valerie Leyder
Title:	Title: SVP, West Operating Group
Date Signed: 1/24/2025	Date Signed: 1/24/2025

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Marathon Health.

PARTNERSHIP HEALTH SERVICES AGREEMENT

THIS PARTNERSHIP HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into as of January 12, 2023 (the "Effective Date") by and between City of Grand Junction, Colorado ("Client"), with its principal place of business located at 250 North 5th Street, Grand Junction, CO 81501, and Marathon Health, LLC ("Marathon"), a Delaware limited liability company with its principal place of business located at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WITNESSETH

WHEREAS, as part of its overall healthcare program, Client desires to furnish to its Members (as defined below) certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, Client desires to retain Marathon to provide the preventive, wellness, disease management, health consultation, occupational health and/or primary care services set forth on Exhibit A to Members; and

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

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

Article I
Definitions

1.1 "Care Provider" means an employee or independent contractor 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 "Eligibility File" has the meaning set forth in Section 6.6

1.4 "Health Center(s)" means the Client's owned or leased location(s) indicated on Exhibit A-1 where Marathon will provide the Health Services described herein.

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1.5 "Health Services" means the preventive, wellness, disease management, health consultation, occupational health and/or primary care services described on Exhibit A.

1.6 "Marathon Services" means the Health Services and such other professional or support services necessary for the performance of Marathon's obligations under this Agreement.

1.7 "Member" means an individual eligible to receive the Health Services who is listed in the Eligibility File.

1.8 "Start Date" means, with respect to each Health Center location described on Exhibit A-1, the date on which Health Services commence.

Article II
Services

2.1 Health Services. Commencing on the Start Date, Marathon will provide Members with the Health Services described on Exhibit A at the location(s) indicated on Exhibit A-1. Health Services that do not fall within the description set forth on Exhibit A 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.

2.2 Intentionally Omitted.

2.3 Service Orders and Amendments. Marathon may provide additional services, or the Parties may modify the existing services, by executing a mutually agreed service order substantially in the form attached as Exhibit F hereto ("Service Order") or an amendment to this Agreement ("Amendment"). Service Orders and Amendments will include terms and conditions specific to the services described therein including but not limited to the scope of services, fees, timeline and any deliverables. In the event of any conflict between this Agreement and any Service Order or Amendment, the provisions of the Service Order or Amendment, as the case may be, will govern.

Article III
Term

3.1 Term. The "Initial Term" of this Agreement shall begin on the Effective Date, and, unless earlier terminated in accordance with Article VII, shall end on December 31, 2027, subject to annual appropriation by Client's governing body. If Marathon is to provide the Marathon Services to more than one Client location, the Initial Term shall end on the third anniversary of the latest Start Date. The Initial Term and any Renewal Term(s) shall be the "Term."

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3.2 Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Client's budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Client's fiscal year shall be subject to budget approval.

3.3 Renewal Terms. This Agreement shall automatically renew for additional terms of one (1) year (each a "Renewal Term"), unless either Party terminates this Agreement by delivering written notice to the other Party not less than ninety (90) days prior to the expiration of the then current term. Failure to provide timely written notice shall indicate a Party's intent to automatically renew the Agreement at the end of the then current term.

Article IV
Payment Terms

4.1 Fees. Marathon will submit invoices to Client for the Annual Fee as set forth in Exhibit D. Marathon will invoice Client monthly for all other services that Client elects to receive (e.g., lab services, pharmaceuticals, customization services). Client shall remit payment for all invoiced amounts within thirty (30) days of the date of an invoice. A one percent (1%) per month late fee will be charged for payments on undisputed charges not received when due.

4.2 Non-Payment. Failure to pay an invoice when due shall constitute a material breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon such breach by Client that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to Client if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a waiver of Marathon's right and ability to utilize any and all remedies available to Marathon under applicable laws.

4.3 Tax Obligations. All fees for services purchased in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client represents and warrants that Client is municipality exempt from the payment of taxes. To the extent Marathon has not collected and remitted any applicable tax for Client in reliance upon an erroneous representation of Client as to its tax status, Client's obligation to pay taxes shall include any interest and penalties imposed by any taxing authorities. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client shall obtain and produce such certificate, document or proceeding, at its sole expense.

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Article V
Duties of Marathon; Relationship of the Parties

5.1 Management of Health Center. Marathon will be responsible for the day-to-day management of the Health Center and will adopt appropriate policies and procedures to promote the orderly and efficient operation of the Health Center. Unless otherwise agreed by the parties, Marathon shall procure, purchase, maintain 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, subject to Section 6.2 below, Marathon will purchase, configure, own and maintain all IT equipment (including telephone and internet connection) necessary for the operation of the Health Center.

5.2 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 will consult with Client and provide Client an opportunity to provide feedback on any Care Provider candidates prior to extending any offers of employment. Client will have the right to veto the hiring of a Care Provider candidate for any reason permitted by law. 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.

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5.3 Independent Contractor. Marathon, and each of its employees and third-party contractors, shall at all times remain an independent contractor with respect to the services provided under this Agreement. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon shall be solely responsible for the payment of compensation and provision of benefits to Marathon employees and contractors performing services hereunder. Marathon's employees and contractors are not entitled to receive any employee benefits from Client. Client shall not be responsible for payment of worker's compensation, disability, unemployment or other similar insurance or for withholding income, taxes or social security for any Marathon employee or contractor.

5.4 Health Center Staffing. Health Center staffing is detailed on Exhibit A-1. The Parties agree that this staffing level is adequate to meet the Parties' expectations regarding Members' utilization of the Health Center as of the Effective Date. In the event that Member utilization exceeds Marathon's ability to arrange Health Services during the number of Health Center hours per week set forth on Exhibit A-1, the Parties shall mutually agree via written amendment to modify the staffing and/or hours of operation.

5.5 Standard of Performance. Marathon will perform its obligations under this Agreement in a professional manner and in compliance with all applicable laws.

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

5.7 Medical Emergencies. The Health Services do not include emergency medical services and the Care Providers will follow Marathon's Emergency Response Care policy attached hereto as Exhibit G.

5.8 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.

5.9 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.

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5.10 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 A include Claims Submission Services, Marathon will submit claims to a Claim Processor (as defined in Section 6.7) 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.

5.11 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 customization will be billed as additional services pursuant to a Service Order mutually agreed upon by the Parties.

Article VI
Duties of Client

6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this Agreement, including the payment of rent (if applicable) and fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, ventilating, heating and air conditioning, security and non-medical furnishings. Marathon will have the right, subject to reasonable rules and regulations adopted by Client, to the use of the common areas located around the Health Center, including but not limited to any common walkways, sidewalks, parking spaces and driveways necessary for access to the Health Center. Client shall keep and maintain the non-medical furniture and premises in good working order and make, or cause to be made, all necessary repairs and replacements to the non-medical furniture and premises and its systems as may be reasonably required to keep the same in good order and state of repair. Client is responsible for the routine cleaning of the Health Center space, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis.

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6.2 Internet Connections. Client will ensure that wired internet services are available to the Health Center that are independent of Client's network, provided that Marathon will be responsible for the costs of such services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities.

6.3 Telephone. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Marathon will provide telephones and associated services for all of its employees and for the main line to the health center.

6.4 Construction/Renovation. Client will be responsible for the completion of any necessary construction and/or renovation with Client's contractor at least ten (10) business days prior to the Start Date.

6.5 Promotion of Health Services. Client will publicize and provide descriptive information about the Marathon Services, including standard marketing materials provided by Marathon as described in Exhibit B, 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.

6.6 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 C. 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.

6.7 Medical Claims Data. To assist in the identification and treatment of Members with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, and subject to applicable law and any confidentiality and business associate agreements, Client may, at its discretion, 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

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prior to the initiation of the Health Services, and minimally at monthly intervals thereafter through the Term. 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.

6.8 Claims Submission. Client shall direct and obtain agreement from its Claims Processor to receive shadow claims for patient visits from Marathon, outside of its provider network. 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 a single Client health insurance plan administered by the Claims Processor. 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 be processed under multiple Client health insurance plans, 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.

6.9 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, including but not limited to benefit, reporting, disclosure and other requirements under the Employee Retirement Income Security Act of 1974, as amended, Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Americans with Disabilities Act of 1990, as amended and the Internal Revenue Code of 1986, as amended ("IRC"). 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.

Article VII
Termination

7.1 Termination. This Agreement will terminate:

(a) Following written notice of material breach of this Agreement specifying the nature of the breach, given by the non-defaulting Party; provided, however, that the defaulting Party shall have thirty (30) days from the receipt of such notice in which to cure the material breach; or

(b) Following thirty (30) days' prior written notice of termination by either Party if the other Party appoints a custodian, liquidator, trustee or receiver, for a material portion of its assets; or if such other Party files a voluntary petition in U.S. bankruptcy court; or is generally not paying its debts as they become

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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.

7.2 Consequences of Termination.

(a) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default.

(b) Provided that Client has satisfied all payment obligations under this Agreement, and any disputes regarding payment have been resolved, 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 for a transfer fee not to exceed $5,000.

Article VIII
Confidentiality of Member Records

8.1 Safeguard of Information. 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.

8.2 Granting of Access. 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

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confidential information to any individual or to Client except as provided in this Section 8.2.

8.3 Compliance Assistance. To the extent Marathon utilizes space provided by Client to provide services under this Agreement, Client shall reasonably cooperate with Marathon in complying with the requirements described in this Article VIII, including as related to the physical access to such space.

8.4 HIPAA. Marathon and Client acknowledge that each Party has certain obligations under the HIPAA, and the rules and regulations promulgated thereunder. To satisfy those obligations, the Parties have entered into that Business Associate Agreement dated November 30, 2018, which is incorporated herein by reference.

Article IX
Confidentiality of Business Information

9.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use Confidential Information (as defined below) for any purpose other than to fulfill its obligations under this Agreement. Each Party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those it takes to protect its own most confidential information. Each Party agrees not to disclose any Confidential Information of the other Party to third parties; provided that each Party may disclose Confidential Information only to those of its directors, officers, employees, attorneys, accountants and consultants ("Representatives") who need to know the information and shall ensure that such Representatives who have access to Confidential Information of the other Party are subject to written confidentiality obligations similar to the provisions hereof, prior to any disclosure of Confidential Information to such Representative. Upon request of the other Party, each Party shall return or destroy all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party.

9.2 Confidential Information. For purposes of this provision, the term "Confidential Information" shall mean any business practices, methods of doing business, or customer information, and shall also include without limitation software programs, technical information, patents, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked "confidential", or by the nature of the circumstances surrounding disclosure ought to in good faith to be treated as proprietary or confidential, whether the information is disclosed in writing or orally. Confidential Information shall not, however, include information that is governed by the confidentiality provisions of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files

and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party.

9.3 Injunctive Relief. Each Party acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause either Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of this Article IX, the disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

Article X
Proprietary Rights

10.1 Trademarks.

(a) "Client Marks" means those trademarks of Client as Client may notify Marathon in writing to be "Client Marks" within the meaning of this Agreement. "Marathon Marks" means those trademarks of Marathon as Marathon may notify Client in writing to be "Marathon Marks" within the meaning of this Agreement. Client Marks and Marathon Marks are referred to herein, collectively, as "Marks."

(b) During the Term, Client hereby grants to Marathon a non-exclusive, non-transferable right to reproduce, publish, perform and display the Client Marks (i) to fulfill its obligations under this Agreement; (ii) on Marathon's website; and (iii) in connection with trade shows and marketing materials. Marathon will use all such Client Marks in accordance with any usage guidelines provided by Client to Marathon. To the extent that Client may reasonably object to the manner and means in which Marathon uses any of the Client Marks hereunder, Marathon will promptly take such action as may be reasonably required to address and remedy any such objection(s).

(c) During the Term, Marathon hereby grants to Client a non-exclusive, non-transferable right to reproduce, publish, perform and display the Marathon Marks (i) to fulfill its obligations under this Agreement; and (ii) in Client recruiting and benefit materials. Client will use all such Marathon Marks in accordance with any usage guidelines provided by Marathon to Client. To the extent that Marathon may reasonably object to the manner and means

in which Client uses any of the Marathon Marks hereunder, Client will promptly take such action as may be reasonably required to address and remedy any such objection(s).

10.2 Care Provider Recruitment and Health Care Signage.

(a) Client expressly permits Marathon to use Client's name in advertisements to recruit Care Providers or other personnel dedicated for the Marathon Services.

(b) Client agrees to allow Marathon to use Marathon branded signage to improve Member awareness about services available at the Health Center.

(c) Marathon agrees to include Client-branded signage on all Sage Health and Wellness communications and signage at the Health Center.

10.3 Licenses.

(a) License to Access Services; Marathon Materials.

(i) To the extent a particular Marathon Service (e.g., the Member Portal) is hosted by Marathon, Marathon hereby grants Client and/or the Members, as applicable, the right to access such service as described on Exhibit A during the Term.

(ii) "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 Client under this Agreement. As between the parties, Marathon retains all right, title and interest in and to the Marathon Materials and the Marathon Services (excluding the Client Marks and Client Materials).

(b) "Client Materials" means any proprietary materials provided by or on behalf of Client for use by Marathon in connection with the services provided hereunder including but not limited to text, graphical content and images. Client hereby grants to Marathon a nonexclusive right to use, reproduce, display and distribute the Client Materials solely to perform its obligations under this Agreement. As between the parties, Client retains all right, title and interest in and to the Client Marks and Client Materials.

(c) Except as explicitly set forth herein, no other rights, or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

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Article XI
Non-Solicitation

11.1 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.

Article XII
Indemnification; Insurance and Liability

12.1 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the Term of this Agreement:

(a) Medical malpractice liability coverage with limits of $5 million per claim and $5 million aggregate unless a different level of coverage is required to qualify under an applicable state medical malpractice statute and Marathon chooses to qualify under said statute, in which case Marathon will maintain the level of coverage required under said statute.

(b) General liability coverage with limits of $5 million per claim and $5 million aggregate.

(c) Umbrella/excess liability insurance covering professional and general liability with limits of $2 million per claim and $2 million aggregate.

(d) Technology related errors and omissions liability and cyber-liability coverage with limits of $5 million per claim and $5 million aggregate.

(e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly.

(f) Workers' compensation and other statutory insurances as required.

12.2 Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

(a) General liability insurance covering Client's business operations on the premises in which the Marathon Services will be performed.

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(b) Property and casualty coverage for all of Client's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client's option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client's infrastructure and improvements to such space.

(c) Other insurances typically maintained within Client's industry.

12.3 Waiver. Notwithstanding any other provisions of this Article XII, to the fullest extent allowable under all policies they hold and under law, Marathon and Client hereby mutually waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, (2) all rights of indemnification, to the extent Liabilities are covered by insurance of the Party that otherwise would be indemnified under the Agreement and, (3) with regard to real or personal property, the waivers under (1) and (2) of this paragraph apply regardless of whether coverage is for the full replacement cost or a depreciated or lesser value.

12.4 Limitation of Liability. No Party shall be liable to the other Party for incidental or consequential damages resulting from any breach of this Agreement, and the maximum liability of either Party to the other for any breach or violation of this Agreement (or any amendment hereto) shall not exceed an amount equal to the total fees payable under this Agreement (the "Liability Cap"). Client, as a public agency, may assert protection under CRS 24-10-01. Notwithstanding the foregoing, the Liability Cap set forth in this Section 12.4 shall not apply to any claims arising out of a Party's fraud, gross negligence, or willful misconduct in connection with this Agreement.

Article XIII
Miscellaneous

13.1 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a "Force Majeure Event"); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term "Force Majeure Event" shall include, but not be limited to, acts of God such as flood, tornado, hurricane or earthquake; war, rebellion, civil disturbances, fires, explosions, and riots; strikes or other labor disputes; or other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.

13.2 Authority to Execute Agreement. Client and Marathon each hereby represent, warrant and covenant that: (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any bylaw, charter, regulation, law, or agreement to which

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such Party is bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

13.3 Entire Agreement. The Parties acknowledge that this Agreement, including any Exhibits, Service Orders and Amendments that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. As of the Start Date, this Agreement supersedes all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein, including, without limitation, the Health Services Agreement by and between Client and Marathon dated August 13, 2018, as amended, which agreement is otherwise set to expire on April 2, 2023.

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

To Client:
City of Grand Junction, Colorado
250 North 5th Street
Grand Junction, CO 81501
970-244-1517
Attn: Greg Caton, City Manager

To Marathon:
Marathon Health, LLC
10 West Market St. Suite 2900
Indianapolis, IN 46204
Tel - (802) 857-0400
Attn: Jeff Wells, CEO

with a copy to:
Christina Wahlig, General Counsel
Champlain Mill
20 Winooski Falls Way, Suite 400
Winooski, VT 05404

13.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.

13.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without application of principles of conflicts of laws.

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13.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an appropriate officer of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.

13.8 Assignment. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, to any purchaser of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

13.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.

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

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

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

CLIENT		**MARATHON HEALTH, LLC**	
Signed:		Signed:	DocuSigned by: Ben Evans
Name:	Greg Caton	Name:	Ben Evans
Title:	City Manager	Title:	Founder Chief Growth & Strategy Officer
Date:	1/17/2023	Date:	1/17/2023

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Exhibit A
Health and Wellness Services

Health Services: Commencing on the applicable Start Date (set forth in Exhibit A-1), Marathon shall provide the following Health Services to Members identified as "Local" in the Eligibility File:

Primary & Urgent Care	Description
Acute Care 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 Emergency Response Care Policy attached as Exhibit G.
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 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	OSHA first aid care for minor work injuries. When necessary, Members will be redirected to an appropriate facility for continued treatment. OSHA first aid treatment includes: · Using a non-prescription medication at nonprescription strength · Administering tetanus immunizations · Cleaning, flushing or soaking wounds on the surface of the skin · Using wound coverings such as bandages, Band-Aids™, gauze pads, etc.; or using butterfly bandages or Steri-Strips™ · Using hot or cold therapy · Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc. · Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister · Removing foreign bodies from the eye using only irrigation or a cotton swab · Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means · Providing fluids to drink for relief of heat stress

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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 & Anxiety Screening	Screening services for depression and anxiety 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, PCV13/15, Pneumovax 23, 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

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	health centers based on the Marathon formulary. The cost for medical dispensing will passed through to the employer at the time of order. HomeMed will be billed 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.

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 a tobacco cessation program, mindfulness program and weight loss program. These are typically standardized, in person group programs delivered by health center 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	Marathon provides consulting and management services for Client's incentive program. Marathon will assist Client with developing an incentive plan that aligns with its benefits and health management strategy. Marathon manages the incentives through the Member portal with the ability to track wellness activities defined by Client (participation and outcomes-based). If Client requests additional services that require additional coordination, staffing or supplies they can be provided at an 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 will be provided at an additional cost.

Optional Integrated Wellness	Description
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

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	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 (for up to 110% of the employees and spouses eligible to participate)	• Marathon Member Portal with Personal Health Record (PHR), risk profile, interactivity trackers, incentives management and secure messaging with health center staff • Online scheduling system and secure messaging • 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) • Electronic Medical Record

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	• Ability to import encounter data from carrier to provide historical patient encounter information • Integrated technologies supporting patient education and clinical workflow (e.g., clinical decision support, medication dispensing) 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 plan 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.

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EXHIBIT A-1
STAFFING

I. Sage Health and Wellness Center, 2525 North 8th Street, Suite 102, City Hall, 250 N. 5th Street, Grand Junction, CO 81501 and all designated City locations.

Commencing on February 1, 2023 ("Start Date") and continuing through the end of the Term, Marathon shall provide the Health Services at 250 N. 5th Street, Grand Junction, CO 81501 to Members identified as "Local" in the Eligibility File.

(A) Marathon will provide the Health Services at the Health Center and all designated City locations for forty hours per week. Daily hours of operation will be as mutually agreed by the Parties.

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.

(B) Marathon will provide the following staffing:

Staffing*	FTE
Nurse Practitioners/Physician Assistants	1.0
Medical Assistants	1.0
Behavioral Health Counselor	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.

II. Additional Terms.

(A) Each Health Center shall be closed for the following seven (7) holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day. If any of these holidays falls on a Saturday, the Health Center will be closed on the preceding Friday, and if they fall on a Sunday, the Health Center will be closed on the following Monday. In the event Client wishes the Health Center to remain open during one of these holidays, Marathon will pay the non-exempt staff 1.5 times the relevant personnel salaries and pass this cost to Client.

(B) Each Health Center will be closed for an aggregate of five days to allow for professional development days and/or Marathon's all company retreat.

(C) Marathon shall provide temporary staff coverage only for primary care provider absences (MDs, PAs and NPs) for normal vacation time when Member care cannot be

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covered by other Care Providers at the health center. Appointment schedules for other Care Providers will be adjusted to accommodate their absences for normal vacation time.

(D) In the event of an unexpected Care Provider absence, the health center shall remain open and services shall continue, to the extent possible, by the other Care Providers. Up to five (5) days of such unexpected absences that result in no primary care services being provided shall be allowed per year, per health center.

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Exhibit B
INTENTIONALLY OMITTED

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Exhibit C
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.

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II. Format

Marathon Health Eligibility File Definition 7.2

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	**First Name**	First Name of Participant	String	50	X	Required
2	**Middle Name**	Middle Name of Participant	String	50		
3	**Last Name**	Last Name of Participant	String	50	X	Required
4	**Name Suffix**	Name suffix such as Jr.	String	10		
5	**Gender**	Participant's gender	String M,F,U	1	X	Required
6	**Birth Date**	Participant date of birth	Date	YYYY-MM-DD	X	Required
7	**Email**	Participant's email address	String	255	X	* Required. Cannot be duplicated throughout a family.
8	**SSN of participant**	Social Security Number of participant	String	9	X	Required. Cannot be duplicated. 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	**Service**	Services that the participant is eligible for.	String	100		This is a particular service this member is eligible for (e.g. Clinic, String Diabetes Program, etc...). If left NULL the eligibility is

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						assumed to be "Clinic".
10	**Relation**	Designation for family members	String	25	X	Required. This is the member's relation to the client (See page 7 for list).
11	**Eligible Date**	When participant is eligible for services.		YYYY-MM-DD	X	Required. This is original hire date preferably (or date they become eligible for the center). **Please do not send future eligible dates.**
12	**Ineligible Date**	Date of termination		YYYY-MM-DD		Marathon Health terminates by omission. If no longer eligible for services, please remove from the file. This field can be left blank.
13	**Clinic Proximity Code**	Participants local for breakout reporting.	String	100	X	Required. Need the ability to separate locations and/or services. Populate this with the relevant information (e.g. Local, Anywhere, Remote, City).
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 unique ID for every member on the file. This can be a social security number,

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						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 provided for all members to ensure that households 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 *Only provide if member resides outside of the U.S.A.	String	100		
26	**Country**	Country where participant resides	String	100		

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		*Only provide if member resides outside of the U.S.A.				
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	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	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	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		

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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

Relation Types

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

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

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

Termination:
Marathon Health 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
- **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 yyyymmdd 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.
Transferred via SFTP and PGP encrypted (Marathon will provide 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)
- Birthdate missing or inaccurate (less than today or greater than 90 years)
- Relation missing
- Unique identifier missing or duplicated
- Association code missing
- Eligible Date missing

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Exhibit D
FEES AND PAYMENT SCHEDULE

Annual Fee. Marathon will provide the Health Services as detailed on Exhibit A for the Annual Fees set forth below. The Annual Fee is payable in equal monthly installments. Commencing thirty (30) days prior to the applicable Start Date, and monthly thereafter during the Term, Marathon will invoice Client 1/12 of the following Annual Fees:

Service Period	Annual Fee	% Annual Increase
February 1, 2023 – December 31, 2023*	$650,228	3%
January 1, 2024 – December 31, 2024	$669,735	3%
January 1, 2025 – December 31, 2025	$689,827	3%
January 1, 2026 – December 31, 2026	$717,420	4%
January 1, 2027 – December 31, 2027	$746,117	4%

* Annual Fee for 2023 to be pro-rated for the part-year for which the 2023 Annual Fee is payable.

Client will pay the invoiced amounts within 30 days of the date of invoice.

Annual Increase. For any Renewal Term after the expiration of the Initial Term, the Annual Fee will be automatically increased by 5% each year over the fee charge in the preceding year.

Fees for Other Services. Following the Start Date, Marathon will invoice Client monthly for all other services that Client elects for Members to receive (e.g., laboratory services and pharmaceutical services), optional services and any customization to the standard Marathon Services described in Exhibit A and Exhibit C. Laboratory and pharmaceutical charges will be passed through to Client at cost. Marathon will invoice for pharmaceuticals upon Marathon purchase, with the exception of HomeMed charges which will be invoiced upon dispense. If Client directs Marathon to contract with a preferred third-party provider for out-of-scope services, Client will reimburse Marathon for all costs incurred by Marathon under any such contracts.

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.

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Exhibit E
Reports

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

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.

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Exhibit F
FORM OF SERVICE ORDER

Service Order

Marathon Health, LLC ("Marathon") will perform the following additional services for _____, ("Client") as set forth in this Service Order ("Service Order") pursuant to Section 2.3 of that certain Health Services Agreement between the parties, dated as of _____, 20__ (the "Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Service Order is made under and incorporates the terms and conditions of the Agreement. Except as specifically modified by this Service Order, the terms and conditions of the Agreement remain in full force and effect.

Summary

Client Contact (Name, email, telephone)	
Project Name	
Service Order Effective Date	
Begin date	
End date	

Scope of Services to be Provided

Fees

All fees due from Client shall be paid in accordance with the terms of the Agreement. The fees quoted above are exclusive of ancillary costs for sales taxes, travel and shipping, which shall be billed to the Client at the actual costs incurred.

Additional Terms (if any)

Acceptance and Authorization

Client and Marathon hereby confirm their mutual agreement to this Service Order as of the Service Order Effective Date.

CLIENT **MARATHON HEALTH, LLC**

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

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Exhibit G
MARATHON EMERGENCY RESPONSE CARE POLICY

A Medical Emergency Taking Place Outside the Health Center

If the health center or its providers are contacted about a medical emergency that is taking place outside the health center, then the provider(s) should respond as follows:

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

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

Inside the Health Center

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

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