

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT

THIS SECOND AMENDMENT TO MASTER SERVICES AGREEMENT (this "**Second Amendment**") is made October 1, 2023 ("**Amendment Effective Date**") by and between Racine Unified School District, City of Racine, and Racine County (**collectively, the "Coalition"**) and Ascension Wisconsin Employer Solutions Ascension Medical Group - Southeast Wisconsin, Inc. through its Ascension Wisconsin Employer Solutions division ("**Contractor**").

RECITALS

***WHEREAS**, Coalition and Contractor are parties to that Master Services Agreement with an Effective Date of October 5, 2020, as amended on April 28, 2023 (the "Agreement"); and*

***WHEREAS**, Coalition and Contractor desire to amend the Agreement according to the terms set forth herein.*

***NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties hereby agree as follows:*

1. In accordance with Section 1.4 (Term) of the Agreement, the parties wish to extend the Term of the Agreement until September 30, 2024.
2. Section 5 of Exhibit A is hereby deleted in its entirety and replaced with the following:

Plan. Contractor shall support the Plan as follows:

5.1 Patient care for Plan covered lives will be billed to the Plan or third-party administrator as appropriate. Relevant exceptions to the Plan may result in a requirement to bill a Participant directly, and Contractor shall comply with all such exceptions.

5.2 Contractor shall comply with all Plan rules, including those regarding medications, prescriptions, and copays. Contractor shall collect the copays designated below (as updated from time to time upon written notice from the Coalition to Contractor) for Clinic visits by covered lives of the Plan for each of RUSD, the County, and the City:

- (a) RUSD – No visit fee
- (b) The County – \$25 for High Deductible Plan members only
- (c) The City – \$25 for High Deductible Plan members

3. The following is added to Section 10 of Exhibit A of the Agreement:

Performance Guarantees for Year 4. The Parties agree to meet in good faith to develop mutually agreed upon performance guarantees that will go into effect starting in Year 4. The intention is that 100% of the management fees for year 4 will be at risk based on Contractor's performance of

the mutually agreed upon measures in the following categories:

- ROI
- Patient Satisfaction (as measured by the Patient Satisfaction Surveys)
- Utilization
- Report Delivery

3. The following is hereby added to Schedule 1 to Exhibit A of the Agreement

**SCHEDULE 1
FEES – Year 4**

	FTE	Year 4 (10/1/2023 - 9/30/2024)
Marketing and Communications		\$2,500
Staffing - Total Salaries (including benefits and taxes)		
NP / PA	2	\$362,894
MA, LPN, CNA	2	\$140,080
Receptionist	1	\$70,040
Health Coach Navigator	0.5	\$43,050
RN	1	\$132,613
RD (see Exhibit A)		
Sub total		\$751,176
Administration		
Management Fees		\$125,000
Temporary staff for vacation time coverage		\$28,208
Equipment maintenance & replacement		\$13,592
Office supplies & postage		\$250
<u>Annual TOTAL for General Fees shown above (not including Wellness Services (if any), Medical Supplies, Lab Services, Medications, Telemedicine Fees or Registered Dietician)</u>		\$918,226

The parties confirm that, except as otherwise provided herein, all provisions of the Agreement are reconfirmed in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Amendment to be executed as set forth below.

RACINE UNIFIED SCHOOL DISTRICT

ASCENSION WISCONSIN EMPLOYER SOLUTIONS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RACINE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

CITY OF RACINE

By: _____

Name: _____

Title: _____

Date: _____

