

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

THIS THIRD AMENDMENT TO MASTER SERVICES AGREEMENT (this "Third Amendment") is made October 1, 2024 ("**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 and on October 1, 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, 2025.
2. The following is added to Section 10 of Exhibit A of the Agreement:

Performance Guarantees for Year 5. The Parties agree to meet in good faith to develop mutually agreed upon performance guarantees that will go into effect starting in Year 5. The intention is that 100% of the management fees for year 5 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 5**

| | FTE | Year 5 (10/1/2024 - 9/30/2025) |
|--|------------|---------------------------------------|
| Marketing and Communications | | \$2,500 |
| Staffing - Total Salaries (including benefits and taxes) | | |
| NP / PA | 2 | \$373,781 |
| MA, LPN, CNA | 2 | \$144,282 |
| Receptionist | 1 | \$72,141 |
| Health Coach Navigator | 0.5 | \$45,202 |
| RN | 1 | \$136,591 |
| RD (see Exhibit A) | | |
| Sub total | | \$774,497 |
| Administration | | |
| Management Fees | | \$125,000 |
| Temporary staff for vacation time coverage | | \$29,054 |
| 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> | | \$944,893 |

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: _____