AMENDMENT NUMBER 39

to the Health Risk Management Agreement

by and among

Waukesha County and City of Waukesha

and

Marathon Health, LLC

This Amendment Number 39 (the "Amendment") is made and entered into with an effective date of January 1, 2026 (the "Effective Date"), by and among Waukesha County and City of Waukesha (each, an "Employer" and collectively, "Employers"), and Marathon Health, LLC ("Marathon"). Marathon and Employers may be referred to each individually as a "Party", or collectively, the "Parties".

WHEREAS, Healthstat, Inc. ("Healthstat"), as predecessor in interest to Marathon, and Employers executed a Health Risk Management Agreement dated May 20, 2014, which agreement has been amended from time to time (as amended, the "Agreement"), pursuant to which Employers engaged Healthstat (as Marathon's predecessor in interest) to provide health clinic and wellness program services for Employers' health plan participants;

WHEREAS, under the provisions of Amendment Number 38 to the Health Risk Management Agreement effective January 1, 2025 ("Amendment 38"), the Parties agreed to renew the term of the Agreement for one (1) additional year until December 31, 2025; and

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as set forth below:

1. **Renewal Term**. The Parties agree to extend and renew the term of the Agreement for one (1) additional year from the current expiration date of December 31, 2025. Accordingly, this Agreement will expire on December 31, 2026.

2. **Option to Renew**. Employers have the option to renew the Agreement for up to one (1) year by providing advance written notice at least sixty (60) days prior to the expiration date

3. **Amendments to Exhibit "B" (Service Cost)**. The following provisions of Exhibit "B" (Service Cost) shall be amended as set forth below:

    a. The paragraph titled "Program Administration Fee" (last amended and restated in Amendment 38) shall be further amended and restated in its entirety as follows:

        Program Administration Fee. The Employers shall pay Marathon a program administration fee in the amount of Thirty-Seven Thousand One Hundred Fifty-Two Dollars Seventy-Two Cents ($37,152.72) per month via ACH payment to support effective on-going operation of the program (the "Program Administration Fee"). Should the Employers elect to exercise their option to extend the term of the

Agreement for an additional one (1) year term beginning January 1, 2027, the Program Administration Fee shall automatically increase by 3%.

In the event the Employers elect not to set up ACH payments or to pay by credit card, the Program Administration Fee shall increase by 20%. This rate assumes clinic hours, staffing, and scope of services substantially similar to those existing as of the signing of this Amendment. The Employers acknowledge that actual program administration efforts and costs may change based on Employers' choice to change these factors. Should any of these change, Marathon and Employers will work cooperatively to redefine (increase or decrease) the Program Administration Fee; rate changes will be subject to Employers' advance approval.

b. The paragraph titled "Clinic Staffing Fees" (last amended and restated in Amendment 38) shall be further amended and restated in its entirety as follows:

Clinic Staffing & Fees. The Clinic will be staffed by Marathon with the positions and for the hours per week as shown in the tables below. The Parties acknowledge that they have previously agreed that Marathon will charge an hourly staffing fee for certain positions and a monthly staffing fee for certain other positions, as indicated in the tables below. Client will pay the staffing fees at the rates as indicated below:

(I) *Clinic Staff – Billed Hourly*

Position	Hours/Week	Hourly Rate
Physician	24	$207.85
Physician Assistant	32	$129.18
Nurse Practitioner/Physician Assistant	40	$134.06
MA	40	$35.23
MA	40	$35.23
MA	40	$35.23
Receptionist	40	$38.11

(II) *Clinic Staff – Billed Monthly*

Position	Hours/Week	Monthly Rate
Office Manager	40	$5,148.36
Physical Therapist	38.5	$16,760.27
Physical Therapy Assistant	40	$10,418.45

The hourly and monthly rates set forth in the tables above are intended to reflect the fully burdened rates of the hourly rates paid to the staff filling the positions above. In the event of a decrease in the underlying hourly rate paid to a staff

member, the Parties will mutually agree to amend this Agreement to provide for a commensurate reduction to the hourly rate invoiced to the Employers.

The Parties agree that if: (i) the staff member is voluntarily or involuntarily terminated from a position for which Marathon bills monthly (as set forth in Table (II) above); or (ii) the services of a staff member for which services are billed monthly are unavailable due to extended leave taken by such staff member (i.e., for paid time off in excess of 4 weeks per year), Marathon will provide a fee credit commensurate to the number of days that the staff member position is vacant or services are unavailable, until: (a) the position is backfilled, (b) the Parties mutually agree to eliminate this position, or (c) the staff member returns from leave. Any such fee will be prorated in the event the position is not filled for the entirety of the month. For clarity, the positions in Table (I) above shall not be subject to such proration as such positions are billed hourly.

Should the Employers elect to exercise their option to extend the term of the Agreement for an additional one (1) year term beginning January 1, 2027, the hourly and monthly rates set forth in the tables above shall automatically increase by 3%. Any increase to the hourly or monthly rates above in excess of the scheduled 3% increase on January 1, 2027 shall require the written approval of the Employers.

4. **Amendment; Incorporation of Agreement.** This Amendment is made under and incorporates the terms and conditions of the Agreement. Except as specifically set forth in this Amendment, the terms and conditions of the Agreement will remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of the last signature of the Parties, to be effective as of the Effective Date.

WAUKESHA COUNTY

By: _____

Name: _____

Title: _____

Date: _____

MARATHON HEALTH, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF WAUKESHA

By: _____

Name: _____

Title: _____

Date: _____