



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

January 13, 2025 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderperson Felde may attend remotely
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - December 23, 2024

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 80-24-25 / November 4, 2024: Submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn; recommends filing the document.
7. Gen. Ord. No. 29-24-25 / January 6, 2025: AN ORDINANCE amending Section 2-126 of the Sheboygan Municipal Code so as to change the council rule regarding remote attendance.
8. Direct Referral Res. No. 148-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding provision of an employer health clinic for 2025.

DATE OF NEXT REGULAR MEETING

9. Next Meeting Date - January 27, 2025

ADJOURN

10. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN
R. O. 80-24-25**

BY CITY CLERK.

NOVEMBER 4, 2024.

Submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn.

HOLDEN & HAHN, S.C.
ATTORNEYS AT LAW
903 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
TELEPHONE: (920) 458-0707
FACSIMILE: (920) 458-4359

RICHARD B. HAHN
email: consult@holdenandhahn.com

CHRISTOPHER M. EIPPERT
email: c.eippert@holdenandhahn.com

October 28, 2024

Via Hand Delivery

Licensing, Hearings and Public Safety
Committee
c/o Meredith DeBruin
Sheboygan City Hall
828 Center Avenue, Rm 106
Sheboygan, WI 53081

Via Hand Delivery

City of Sheboygan
c/o Meredith DeBruin
828 Center Avenue
Suite 103
Sheboygan, WI 53081

RE: Dave's Who's Inn, Inc. – 835 Indiana Avenue
Notice of Claim Pursuant to Wis. Stat. § 893.80(1d)(a) and (b)
Our File No. 21952

Dear Ms. DeBruin:

As you may recall, our office represents Dave's Who's Inn, Inc. ("Who's Inn") and David Repinski ("Mr. Repinski") in connection with all matters relating to the tavern at 835 Indiana Avenue owned by Who's Inn. Mr. Repinski is the agent and owner of Who's Inn. The address of Mr. Repinski is adjacent to the tavern and is 829 Indiana Avenue, Sheboygan, Wisconsin 53081. This letter serves as the Notice of Circumstances and Notice of Claim to the Licensing, Hearings and Public Safety Committee (the "Committee") and City of Sheboygan pursuant to Wisconsin Statutes Section 893.80(1d)(a) and (b).

I. NOTICE OF CIRCUMSTANCES OF CLAIM

The circumstances surrounding the claim of Who's Inn and Mr. Repinski commenced in 2022. At a meeting of the Committee on May 25, 2022, the Committee met to discuss the Class B Liquor License of Who's Inn, and based upon the recommendation of City Attorney Charles Adams ("Attorney Adams"), it attached conditions to the issuance of the Class B Liquor License to Who's Inn to include, but not be limited to, the use of a metal detector and scanner on all patrons entering the premises, as well as the prohibition of minor on the premises. These conditions were unprecedented and had no basis in fact or law, but nevertheless, were adopted by the City of Sheboygan Common Council ("Common Council") upon recommendation of the Committee. These conditions were made part of the Class B Liquor License issued to Who's Inn commencing June 30, 2022 and ending June 30, 2023. These conditions were imposed even though the Committee had no rules in place, or were

Licensing, Hearings and Public Safety Committee
City of Sheboygan
October 28, 2024
Our File No. 21952
Page Two

empowered to impose a year-long license containing conditions such as the requirement of metal detectors, scanners and prohibition of minors at the tavern.

It is believed that the issue of conditions attached to the license of Who's Inn was addressed again by the Committee on May 24, 2023. At that time, and without any discussion or any opportunity to be heard, the Committee renewed the license of Who's Inn subject to the same conditions that had been imposed the year before, and further, without factual or legal basis to impose those conditions. Those conditions were then adopted by the Common Council. Who's Inn was required to operate another year subject to those illegal conditions.

During 2022 through August, 2024, Sheboygan law enforcement made numerous, regular, and unnecessary visits to the tavern with the purported intention of enforcing the illegal conditions that had been imposed by the Committee and approved by the Council. Patrons and employees of the tavern were the subject of harassment, which was unlike any other tavern in the City of Sheboygan.

On June 30, 2024, Mr. Repinski attempted to renew the Class B Liquor License of Who's Inn. In an unprecedented condition, the license was refused to him unless he signed a statement acknowledging the illegal conditions that had been imposed by the Committee and adopted by the Common Council. This signed acknowledgement was never required of Who's Inn, nor has it been required of any other licensed establishment in the City of Sheboygan. On behalf of Who's Inn, Mr. Repinski refused to execute the signed acknowledgement required of him, and the City Clerk refused to issue a Class B Liquor License, essentially shutting down Who's Inn indefinitely.

The Committee met again on July 25, 2024 to consider the request by Mr. Repinski as the agent for Who's Inn to modify the conditions imposed upon the license since 2022. The Committee recommended that the conditions be modified and that the prohibition of underaged persons on the premises be eliminated and the requirement of metal detectors be confined to the periods between 10:00 p.m. and closing time on Fridays, Saturdays, and Sundays. The tavern remained closed as the illegal conditions had not yet been eliminated.

The Common Council considered recommendations of the Committee on August 5, 2024, at which time, the City of Sheboygan agreed to rescind all of the previously imposed conditions on the license of Who's Inn. It was only at that time that the license was issued and Who's Inn resumed operations.

Licensing, Hearings and Public Safety Committee
City of Sheboygan
October 28, 2024
Our File No. 21952
Page Three

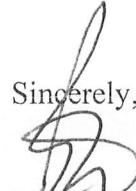
II. LEGAL ACTION AND NOTICE OF CLAIM

Who's Inn and/or Mr. Repinski intend to pursue legal action against the Committee and City of Sheboygan for money damages arising out of the illegal conditions that had originally been imposed on the Class B Liquor License from the time of the original adoption of those conditions in 2022 through to the illegal renewal of those conditions, and then the final requirement that Who's Inn accept those conditions in writing and admit that they were somehow voluntarily agreed to by Who's Inn and Mr. Repinski, when in fact they were not.

Who's Inn has suffered damages arising out of not having a liquor license and being closed for business from July 1, 2024 through August 5, 2024. Who's Inn's net profit for the year ending June 30, 2024 was One Hundred Thirty-Four Thousand Nine Hundred Two Dollars and 42/100 Cent (\$134,902.42). Based on the closure of the business for thirty-five (35) days from July 1, 2024 through August 5, 2024, Who's Inn has been deprived of Twelve Thousand Nine Hundred Thirty-Five Dollars and 85/100 Cents (\$12,935.85) of profit. Who's Inn has further suffered damages relating to loss of business and other monetary damages arising out of the illegal imposition of conditions by the Committee and the adoption of those conditions by the Common Council up to and through August 5, 2024.

We are serving this notice on Ms. DeBruin as we understand that she is the only person who would be considered a clerk of the Committee, as well as the City of Sheboygan. If this is incorrect, or if there is a separate individual who fills this role, please let us know immediately.

Sincerely,



Richard Hahn

RH/jl

cc: City Attorney Charles Adams (Via Email)
David Repinski (Via Email)

**CITY OF SHEBOYGAN
ORDINANCE 29-24-25**

BY ALDERPERSONS DEKKER, PERRELLA, AND RUST.

JANUARY 6, 2025.

AN ORDINANCE amending Section 2-126 of the Sheboygan Municipal Code so as to change the council rule regarding remote attendance.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 2-126 Remote Attendance At Meetings” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-126 Remote Attendance At Meetings

- (a) *Remote attendance permitted.* A member of a city governmental body, as defined in Wis. Stats. § 19.82(1), who desires to appear at a meeting by telephone, video conference, or other remote method of participation shall be entitled to participate and vote to the fullest extent possible, except as follows:
- (1) The member shall not be entitled to participate and vote on any matter that requires the visual assessment of a witness's demeanor if the member is unable to make such a visual assessment.
 - (2) The member shall not be entitled to participate and vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member.
- (b) *Quorum.* A member who appears remotely pursuant to subsection (a) of this section shall count towards a quorum during the appearance.
- (c) *Proper equipment.* Appropriate equipment shall be used so that the attending public can readily observe or hear such person's participation in the meeting.
- ~~(d) *Notice.* Whenever a city governmental body anticipates that a member will appear by telephone, video conference, or other remote method of participation, the meeting agenda shall specifically and conspicuously identify which persons or members shall be appearing by such means.~~
- ~~(e) *Exceptions.* No person shall be allowed to participate in any meeting where the meeting notice failed to state the person would appear by telephone/conference means or where such equipment is unavailable or unusable at the time of the meeting.~~

(Code 1997, § 2-138)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict. Additionally, any reference within the Common Council's "Generally Used Rules of Order" inconsistent with this change is hereby deleted.

SECTION 3: EFFECTIVE DATE This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 148-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 13, 2025.

A RESOLUTION authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding provision of an employer health clinic for 2025.

RESOLVED: That the Director of Human Resources is authorized to execute the Amended and Restated Services Agreement, in form substantially similar to the attached, after review and approval by the City Attorney’s Office and City Administrator.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (this “Agreement”) is made as of January 1, 2025 (the “Effective Date”) by and between **SolidaritUS Health Inc.**, a Delaware corporation (“SolidaritUS”), and **City of Sheboygan** a Wisconsin municipal corporation (“Client”). In this Agreement, SolidaritUS and Client each may be referred to as a “Party” or together as the “Parties”.

WHEREAS SolidaritUS manages delivery of broad scope, high-value advanced primary health care, including operation of conveniently accessible advanced primary care health centers, proactive provision and coordination of individualized, high-quality health care by qualified and accountable, personal primary care providers, and provision of exceptional patient access and broad-scope advanced primary care services, which include SolidaritUS provision of certain Services (defined below); and

WHEREAS Client desires to retain SolidaritUS to provide certain Services to Client, upon the terms and conditions hereinafter set forth, and SolidaritUS is willing to perform such Services.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

“Client” shall have the meaning set forth in the first paragraph of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 2.6.

“Facility Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses, and costs in connection with HVAC maintenance or repair costs, security services, storm and sewer, garbage, housekeeping, data, telecommunications, water, electric, gas or other utilities and any other similar costs or expenses. Facility Expenses also includes any initial, one-time costs or expenses in connection with the Services, which shall include, without limitation, installation of signage, installation of cabling, wiring or other telecommunications infrastructure, or any other fixtures or similar expenses.

“Lease Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses and costs in connection with base rent, property taxes, common area maintenance.

“SolidaritUS –Health Care Services” shall mean advanced primary care services provided by SolidaritUS employees.

“SolidaritUS Health Staff” shall include SolidaritUS’ provided staff located within the care center facility such as medical doctors, nurse practitioners, physician assistants, chiropractors, physical therapists, health coaches, medical assistants, patient care coordinators/receptionists, etc.

“SolidaritUS Advanced Primary Care Services” shall include condition-specific Disease Management programming led by the SolidaritUS Health staff.

“Consulting” shall mean program design, recruiting, account management, custom reporting, etc. by SolidaritUS.

“Clinic Reporting” shall mean program reporting provided by SolidaritUS.

“Intellectual Property” shall mean all patents, patent applications, Trademarks, commercial names, copyrighted materials, and such other patentable or registrable intellectual property incorporated into or relating to the services, products, or business of a Party.

“Member” shall mean a person who is eligible to receive clinical services at the health center facility or from a SolidaritUS advanced primary care provider by virtue of being an employee or covered dependent enrolled in the Client’s medical plan.

“Operational Costs” shall include, but not be limited to, expenses such as electronic medical records and associated patient portals, data analytics, worker’s compensation and professional liability insurance, equipment and supplies necessary for daily operation of the Care Center, etc. as set forth in Exhibit A.

“Patient” shall mean any Member receiving or registered to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider. The base number of Patients as of January 1, 2023 shall be equal to the total number of unique Patients during the preceding 12 months of calendar year 2022. After January 1, 2023, the total number of Patients shall equal the base number of Patients as of January 1, 2023 plus the number of additional unique patients receiving or registering to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider during the course of the 2023 calendar year.

“Project Plan” shall mean the plan designed by SolidaritUS and Client, which details the project, timeline, and respective responsibilities of the Parties. The Project Plan is a working document, and the Parties acknowledge that it typically is not complete as of the Effective Date. Changes to the Project Plan after the Effective Date are only valid and binding upon the Parties when approved in writing by both Parties.

“Services” shall mean those certain services provided by SolidaritUS in the care service facility under this Agreement, as set forth on Exhibit A attached hereto.

“Service Start Date” shall mean the date on which the Services are to be in operation, as set forth on Exhibit A.

“Trade Secrets” shall have the meaning set forth in Section 2.2.

“Trademarks” shall mean those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by SolidaritUS in connection with the production, marketing, sale and distribution of Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation.

2. General Terms.

Section 2.1 Appointment.

During the term of this Agreement, Client appoints SolidaritUS as Client’s exclusive provider of the Services. During the term of this Agreement, Client shall not purchase, or receive any services from any third-party that are the same, similar, or competitive to the Services provided or offered by SolidaritUS, as set forth in Exhibit A, except that this section shall not apply to services provided through or in connection with the Sheboygan County Public Health Department. Nothing in this Agreement shall prohibit SolidaritUS from entering into agreements with others to provide any services.

Section 2.2 Trade Secrets.

The Parties recognize and acknowledge that, in performing Services under this Agreement, SolidaritUS will necessarily use and apply information that constitutes trade secrets under applicable law (“Trade Secrets”), and it may be necessary for Client to be exposed to such Trade Secrets to allow the Services to be performed. Client agrees not to use or disclose any SolidaritUS’ Trade Secrets or permit any person to examine and/or make copies of any documents that contain or are derived from SolidaritUS’ Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect SolidaritUS’ Trade Secrets as if they were Client’s Trade Secrets. In so doing, Client shall comply with any reasonable request from SolidaritUS for the protection of Trade Secrets. Likewise, any Trade Secret revealed by Client to SolidaritUS shall not be disclosed in any way by SolidaritUS.

Section 2.3 No Rights to Intellectual Property.

(a) Nothing in this Agreement shall be construed (i) to give either Party any right, title, or interest in or to any of the other Party’s Intellectual Property, Confidential Information, or other property, or (ii) to provide that a Party is selling, transferring, conveying, or otherwise giving away any of its Intellectual Property to the other Party.

(b) Client acknowledges and agrees that it has no right, title, or interest in or to any system or other applications designed for and used in connection with the SolidaritUS program or the Services. SolidaritUS acknowledges and agrees that it has no right, title, or interest in or to any system or other applications owned by Client.

(c) With the exception of documents considered to be part of a patient’s medical record, and documents subject to public records laws (but only to the extent provided under such laws), all electronic and other documents including reports, and

spreadsheets prepared or furnished by SolidaritUS pursuant to this Agreement will be the property of SolidaritUS. All medical records created pursuant to this Agreement shall, between SolidaritUS, on the one hand, and the Client, on the other hand, be the property of Client. Client may be provided copies of SolidaritUS' documents for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any manner by Client, except as Client may be required to do so by law. To the extent permitted by law; any SolidaritUS' documents will be regarded as Intellectual Property of SolidaritUS.

(d) Without SolidaritUS' prior written consent, Client shall not use, directly or indirectly, any property of SolidaritUS for any purpose, except as may be required by law. Except as set forth herein, without Client's prior written consent, SolidaritUS shall not use, directly or indirectly, any property of Client for any purpose, except as may be required by law.

(e) Neither Client nor SolidaritUS shall permit any lien to be placed against the other Party's property.

Section 2.4 Relationship of Parties.

The Parties expressly understand and agree that SolidaritUS is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of SolidaritUS' activities, or those of its employees or agents, in the performance of this Agreement. Except as expressly provided herein, neither Client nor SolidaritUS shall have any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other Party. Except as expressly provided herein, each Party is independent of the other and shall not hold itself out to be the agent, employer, or partner of the other. The only relationship is between the Parties by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Section 2.5 No Representations or Warranties on Behalf of SolidaritUS.

Client shall not make any representations or warranties on behalf of SolidaritUS, the health and wellness program, employer clinic, or the Services, including to third parties or to Client employees, without the express advance written consent of SolidaritUS.

2.6 General Confidentiality.

(a) In addition to any obligations under any Business Associate Agreement between the Parties, which shall remain outstanding, the Parties shall ensure that any non-public information or knowledge acquired or received by a Party (the "Receiving Party") under this Agreement, or learned in the course of providing or receiving Services hereunder and any information disclosed by a Party (the "Disclosing Party") in the course of providing or receiving the Services hereunder, whether disclosed orally or in writing,

whether marked as “Confidential” or “Proprietary” or not, including any information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information where the nature of the information or data disclosed makes itself obvious to a reasonable person familiar with the industry and purpose of disclosure that it is confidential (“Confidential Information”) shall be treated as confidential by the Receiving Party and its employees and shall not, unless required by law or otherwise permitted by the Disclosing Party, be disclosed or used during or after termination of this Agreement without the Disclosing Party’s prior written consent. Confidential Information shall include, without limitation, Trade Secrets, technology, and information relating to the other Party’s operations and strategies. The obligations of this Section shall apply during the term of this Agreement and shall continue for a period of three (3) years thereafter.

(b) The provisions of this Section shall not apply to any information which: (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) was rightfully available to the Receiving Party on a non-confidential basis prior to the disclosure thereof by the Disclosing Party; (iii) becomes rightfully available to the Receiving Party from a source other than the Disclosing Party; (iv) is required to be disclosed by court order or other legal process, including but not limited to a valid public records request; provided that, to the extent allowed by law, the Receiving Party shall immediately notify the Disclosing Party in writing of such legal requirement, whereupon the Disclosing Party at its expense, shall have the right to commence proceedings to enjoin or limit the disclosure of such information and the Receiving Party shall reasonably cooperate therewith, and under all such circumstances the Receiving Party shall only disclose that portion of the Confidential Information which its counsel opines is required to satisfy such court order or the legal process.

3. Services and Fees

Section 3.1 General Duties and Fees.

In consideration for SolidaritUS’ performance of the Services and the rights granted to Client under this Agreement, Client shall pay to SolidaritUS the fees and amounts set forth on Exhibit A. Client acknowledges and agrees that SolidaritUS may employ the services of non-employee contractors, partners and agents, including, but not limited to, physicians who are not SolidaritUS’ employees, in the course of providing Services under this Agreement.

Section 3.2 Billing.

SolidaritUS shall issue invoices to Client for any Services and Client shall pay all invoiced amounts due to SolidaritUS within 30 days of Client’s receipt of such invoice. Client acknowledges and agrees that invoices shall reflect pricing based on terms specified in Exhibit A. If Client pays SolidaritUS late, SolidaritUS will be entitled to impose an additional charge of 1.5% per month on the full amount of the invoice. The PMPM fees are invoiced Monthly and will be issued no later than the 15th of the month the services are rendered. For example, an invoice will be sent to the Client by April 15th for all PMPM fees for services rendered in April and the Client shall pay such invoice by May 15. Any additional fees incurred, as provided in Exhibit A, shall be submitted by SolidaritUS with the Monthly invoices.

Section 3.3 Taxes.

Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, if any, duties and charges of any kind, if any, imposed by any federal, state, or local government entity on any amounts payable by Client hereunder, provided that, in no event shall Client be responsible for any taxes imposed on, or with respect to, SolidaritUS' income, revenue and gross receipts, personnel or real or personal property or other assets.

Section 3.4 Service Start Date.

Services will be made available by the Service Start Date(s) set forth on Exhibit A assuming this Agreement has been signed by both Parties. After the Effective Date, SolidaritUS will provide design and setup services prior to Service Start Date, subject to Client's payment of any required Implementation Fee and any other fees required for such services. SolidaritUS will not conduct Health Screens prior to this Agreement being signed by both Parties.

4. Responsibilities of Client.

Section 4.1 General Duties.

Client shall be responsible for providing in accordance with the terms and conditions of this Agreement and reasonable business practices, the following during the term of this Agreement:

- (a) Provide SolidaritUS with all required and requested data to properly populate patient database on a monthly basis.
 - (i) Eligibility File
 - (ii) Termination File
- (b) Client shall secure transmission of client's eligible medical plan participants' medical claims and prescription drug claims data files to the SolidaritUS-designated data analytics platform in a useable format and in accordance with the data fields requested by SolidaritUS.
- (c) Active employer clinic programming support and promotion including correspondence with SolidaritUS about matters that might directly or indirectly affect the success of the employer clinic programming.
- (d) Client and SolidaritUS shall work together to create programs and incentives to maximize steerage and increase utilization of Care Center.
- (e) Sufficient private onsite space at Client and support for SolidaritUS' personnel, patients and participants when conducting necessary employer clinic programming and/or wellness programming services.
- (f) Site internet access (if applicable).

(g) Any other reasonable access to Client's information, property, records, or documents reasonably necessary to allow SolidaritUS' performance of the Services under this Agreement.

Section 4.2 Office Lease Reimbursement; Clinic Facility Expenses.

(a) If, after the Effective Date, Client and SolidaritUS agree that SolidaritUS shall provide office space for the provision of any Services hereunder, then the provision of such office space and the expenses incurred in connection therewith shall be subject to, and governed by, the terms and conditions of Exhibit A to Services Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for the payment of any Lease Expense or Facility Expense as both described in Section 1 in connection with this Agreement and all such Lease and Facility Expenses shall be the responsibility of Client.

Section 4.3 Member Education and Promotion of Engagement in Care

(a) Health and wellness education, dissemination of information to Members, and promotion of Member engagement in care will be conducted as described in Exhibit A, Section II.2(b) entitled "Communications Plan". In connection therewith, Client shall provide SolidaritUS reasonable access to employee communication channels so that SolidaritUS can fulfill such obligations.

(b) The "InHealth Clinic" and all signage shall be co-branded with "SolidaritUS Health Center".

Section 4.4 Report of Problems.

Client shall provide prompt notification to SolidaritUS of any problems encountered by Client, Client's participants, or other patrons of the Services, upon such problems becoming known to Client.

Section 4.5 Legal Compliance.

Client shall be responsible for identifying and satisfying any legal obligations arising as a result of any health and wellness program(s) (such as the clinic program described herein), including but not limited to obligations arising directly or indirectly as a result of such health and wellness program's design.

Section 4.6 Pediatrics.

Pediatric services for patients from birth through twenty-four months will be referred to local pediatric providers.

Section 4.7 Quarterly Meetings.

The Parties will meet quarterly to discuss progress of SolidaritUS care for Client's participating members, including but not limited to, expected standards, center metrics, reporting and goals.

5. Representations and Warranties.

Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (b) its execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party's organization documents or (ii) violate any statute, injunction or decree of any court or of any public governmental or regulatory body, agency or authority applicable to such Party.

6. Insurance and Liability.

Section 6.1 Insurance.

SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of \$3,000,000 per occurrence for bodily injury and for property damage. If requested by Client, SolidaritUS hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above. SolidaritUS agrees that it will maintain workers' compensation insurance for SolidaritUS' employees in an amount not less than the statutory requirements. SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance.

Section 6.2 Limited Liability.

(a) The Parties agree that SolidaritUS shall not be responsible or liable for any claim, loss, liability, obligations, error, act or omission of any kind or nature of Healics, its managers, employees, or their operations, whether accrued, contingent, absolute, determined, determinable or otherwise, which are known or unknown or which may have accrued prior to the date of the assignment of the 2022 Agreement, whether related to the 2022 calendar year or earlier periods during which Healics provided Services to Client.

(b) In the event of any discontinuation of the Services provided hereunder, neither Party nor its officers, directors, employees, providers, subcontractors, and agents shall be liable to the other Party for any indirect, special, incidental, consequential, punitive or any other damages, including but not limited to any lost revenue, profits, data or commissions of any kind, whether or not foreseeable, which are claimed to have arisen therefrom (whether or not the Party was advised of the possibility of such loss or damage), under any theory of contract, negligence, strict liability or other legal or equitable theory.

7. Indemnification.

Section 7.1 SolidaritUS Indemnification.

SolidaritUS, on behalf of itself, its contractors and agents (“SolidaritUS’ Parties”) agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any SolidaritUS’ Parties; (ii) any willful misconduct or bad faith on behalf of any SolidaritUS’ employee; (iii) SolidaritUS’ negligence or willful misconduct in the management of site safety; and (iv) SolidaritUS’ regulatory compliance as described in Section 9.3.

Section 7.2 Client Indemnification.

Client, on behalf of itself, its contractors, and agents (“Client Parties”) agrees to defend, indemnify, and hold harmless SolidaritUS, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Client Parties; (ii) any willful misconduct or bad faith on behalf of any Client Parties; and (iii) Client Parties’ regulatory compliance. All obligations of Client under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations contained within Wisconsin law, including those set forth in Secs. 893.80, 895.52 and 345.05, Wis. Stats., which shall be applied to both contractual and tort liability of Client with respect to this Agreement. Nothing herein constitutes a waiver or estoppel by Client or its insurer of any governmental immunities, defenses, or other limitations within Wisconsin or other law despite any provision herein to the contrary.

Section 7.3 Indemnification Procedure.

The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim giving rise to an indemnification claim and cooperate with the indemnifying Party at the indemnifying Party’s sole cost and expense. The indemnifying Party may, in its discretion, take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party’s sole cost and expense. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

Section 7.4 Survival of Indemnification.

The provisions of this Section 7 shall survive termination or expiration of this Agreement.

8. Term.

Section 8.1 Term.

(a) Unless terminated earlier as provided in this Section 8, this Agreement shall be effective as of the Effective Date and shall have a term of 12 months following the Service Start Date and shall expire on December 31, 2025. .

(b) The Parties will commence discussion by no later than June 1, 2025 for the purpose of reaching agreement by no later than July 1, 2025 on a successor 3-year agreement which shall commence on January 1, 2026. Among issues addressed shall be: 1) redesign and upgrade of the Sheboygan InHealth Clinic by Solidaritus site, and 2) addition of healthy lifestyle education and training programs.

Section 8.2 Termination for Cause.

This Agreement may be terminated by either Party in the event of (a) any material default in, or material breach of, any of the terms and conditions of this Agreement by the other Party, which default continues in effect after the defaulting Party has been provided with written notice of default and thirty (30) days to cure such default; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (c) either Party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (d) either Party's making a general assignment for the benefit of creditors; or either Party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.

Section 8.3 Effect of Termination.

If this Agreement is terminated by either Party under Section 8.2, while SolidaritUS is performing any Services for Client hereunder, Client shall immediately pay SolidaritUS the total fees due and payable under this Agreement prorated in the final month through the date of termination for cause.

Section 8.4 Survival.

All obligations of the Parties which expressly or by their nature survive the expiration or termination of this Agreement, including the Parties' confidentiality and indemnity obligations if any, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

9. Miscellaneous.

Section 9.1 Notices.

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and addressed to the Party to be notified at the address indicated for such Party on the last page of this Agreement, or at such other address as the Party may designate by ten (10) days' advance written notice to the other Party.

Section 9.2 Consents, Approvals, and Exercise of Discretion.

Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

Section 9.3 Regulatory Compliance.

SolidaritUS accepts all responsibility for compliance with regulations and laws governing its operation of healthcare services generally, and SolidaritUS' services in particular. Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for nor have any liability with respect to (a) the Client's obligations or its health and wellness program's legal compliance with the Employee Retirement Income Security Act, the Internal Revenue Code, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act or any other federal, state or local law, or (b) any determination of whether or not the Services provided herein shall constitute a "high deductible health plan" for the purposes of Internal Revenue Code Section 223 and, as such, may affect the ability of a health and wellness program participant (including any participant in the clinic program described herein) to contribute to a health savings account.

Section 9.4 Non-Waiver.

The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

Section 9.5 Press Releases.

If Client or SolidaritUS issues a press release announcing this Agreement, each Party has the right to review and approve said press release. The Parties further agree to participate in future releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

Section 9.6 Assignment.

The Parties may not assign any of their rights, obligation, or performance of Services hereunder to any other person or entity without the prior written consent of the other Party, consent of which shall not be unreasonably withheld, conditioned or delayed, provided however, that either Party may transfer or assign this Agreement for the purpose of a restructuring of its operations or in the event of a change of control or the sale of all or substantially all of its assets to which this Agreement relates.

Section 9.7 Governing Law and Dispute Resolution.

This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin without regard to principles of conflicts of laws. The parties

shall attempt to resolve any dispute via good faith negotiation. Should that fail to adequately resolve the dispute, jurisdiction for resolution shall be Sheboygan County, Wisconsin.

Section 9.8 Cumulative Rights.

The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights that SolidaritUS and Client may have.

Section 9.9 Additional Assurances.

Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

Section 9.10 Force Majeure.

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Section 9.11 Severability.

If any covenant or other provision of this Agreement is deemed to be invalid, illegal, or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein. To the extent this Agreement is in violation of applicable law, then the Parties consent and agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

Section 9.12 Divisions and Headings.

The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.13 Entire Agreement.

With respect to the subject matter of this Agreement, this Agreement and any attached Exhibits and Schedules supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Section 9.14 Basis of Bargain.

Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been considered and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

Section 9.15 Remedies.

Termination of this Agreement and/or suspension of Services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is affected; all other remedies provided herein will remain available.

Section 9.16 Business Practices.

Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

Section 9.17 Expenses

Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Effective Date:

CLIENT:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Attn: H R Department

SOLIDARITUS HEALTH, INC.:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

SolidaritUS Health Inc.
Suite 907
1025 Connecticut Avenue NW
Washington, DC 20036
Attn: Dr. Michael Kapsa

EXHIBIT A**DESCRIPTION OF FEES AND SERVICES**

I. SERVICE START DATE: January 1, 2025

II. FEES & BILLING:

1. Client shall compensate SolidaritUS for provision of the services described in Section III of this Exhibit A in accordance with the provisions in this Section II.

(a) The Base PMPM fee and minimum number of eligible Members - Client shall compensate SolidaritUS Health a base Per Member Per Month (PMPM) fee of in \$16.11 assessed each month of calendar year 2024 on a minimum number of 780 eligible Members, except as provided in subsection (b), below.

(b) Increase to 2,112 unique Patients (500 greater than in 2022) or more

i. If during the course of this agreement, the overall number of unique Patients receiving or registering for care at the health facility increases to a threshold of 2,112 or more, overall, (including employees and covered dependents of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan medical plans) over any 12-month period, then SolidaritUS shall add an additional .50 FTE advanced provider. If during the course of this Agreement, the overall number of unique Patients receiving or registering for care at the facility should increase yet 400 further to 2,512 or more, overall, over any 12-month period, then SolidaritUS shall add yet another .50 FTE advanced provider.

ii. Beginning the month a threshold is reached, respectively of 2,112 or 2,512 unique Patients receiving or registering for care, overall, over any 12-month period, Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan shall collectively pay SolidaritUS PMPM fees assessed on a new minimum number of either 2,112 or 2, 512 unique patients in accordance with the unique Patient threshold

reached. In the event either unique Patient threshold number is reached, Client's share of the additional PMPM fees paid to SolidaritUS shall equal the number of additional unique Patients who are eligible employees or covered dependents of Client's medical plan.

- iii. If the additional .50 FTE advanced provider is a Nurse Practitioner (NP) or a Physicians' Assistant (PA), the PMPM fee shall remain at \$16.11 during calendar year 2025.
- iv. If the additional .50 FTE advanced provider is a physician, (that is, an MD or DO), which shall require the unanimous approval of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan, the then-current PMPM for each entity shall increase by an average of \$2.76 during calendar year 2025.

2. ADDITIONAL FEES:

- (a) Medical/Pharmacy Data Transmission – Client shall pay assessed costs, if any, for transmission of Client's eligible medical plan participants' medical claims and prescription drug claims data to SolidaritUS' analytics platform, and any cost for translation of such data to a useable format, if necessary.
- (b) Communications Plan – SolidaritUS and client shall agree on a Health Care Communications Plan for the purpose of health and wellness education, dissemination of information to Members, and promotion of Member engagement in care. SolidaritUS shall design such materials for the Health Care Communications plan at no cost to the client. Client shall pay the cost, without markup, for printing and any postage charges for mailing such materials to Client or Members' homes.
- (c) Client shall pay all facilities expenses and service fees consistent with past practice.

III. SERVICES: SolidaritUS shall be responsible for providing, in accordance with the terms and conditions of this Agreement, the marked (☒) services for the associated fee during the term of this Agreement.

1. SolidaritUS Health Programming:

(a) SolidaritUS Health Staffing shall include the following:

- Medical Doctor(s)
- Nurse Practitioner(s) – starting 2.5 FTE equivalent
- Chiropractor(s) – 1
- Medical Assistant(s) – 2
- Patient Care Coordinator(s) – 1
- Collaborating Physician

i. SolidaritUS may work with the Client to staff the clinic with another comparable provider and/or staff member during scheduled absences such as vacation, continuing education, and sick days.

ii. Staffing of the clinic may be adjusted to fit the needs of Client's population; the actual days and times may vary to meet this requirement.

iii. Advanced health care services provided by the SolidaritUS Health advanced primary care providers shall include:

- Preventive Care
- Urgent Care
- Episodic Sick Care
- Chronic Disease Prevention and Management
- Medication Management
- Maintenance of Wellness
- Range of Treatments and Procedures
- Healthy Lifestyle & Risk Reduction Coaching
- Coordination of Appropriate Hospital and Specialist Care
- Immunizations
- Lab Tests

Note: Members may access appropriate lab tests from the extensive SolidaritUS panel when they have completed an establishing appointment with a selected SolidaritUS personal, advanced primary care provider, and said advanced primary care provider orders the lab test.

(b) Operational Costs that shall be borne by SolidaritUS:

- Laboratory services
- Onsite dispensed medications
- Medical and administrative supplies
- Healthcare analytics services
- Vaccinations listed below:
 - DtaP
 - Flu
 - Hepatitis A (2 shot series)
 - Hepatitis B (3 shot series)
 - HPV (human papilloma virus)
 - HIB
 - Meningococcal
 - MMR (measles, mumps, rubella)
 - Pneumovax (Prevnar)
 - Polio
 - RV
 - TD (tetanus, diphtheria, booster)
 - Tdap (tetanus, diphtheria, pertussis)
 - Varicella (chicken pox)
 - Shingrex (shingles)

Exception to SolidaritUS responsibility for all vaccine expenses: In the future, should a price be required for purchase of COVID vaccines, SolidaritUS staff will administer the COVID vaccines, provided the Client agrees to reimburse SolidaritUS for acquisition cost, without markup, for such COVID vaccines.

- eClinicalWorks or comparable electronic medical records services
- Telehealth

- (c) Consulting shall include the following at no additional cost to Client:
- Recruitment of SolidaritUS Health staff (see Section III, 1a)
 - Ongoing management of SolidaritUS Health program and staff will include:
 - Coaching of nurse practitioners and support teams by the SolidaritUS Chief Medical Officer
 - Specialist eConsultation for advanced providers
 - Administrative support from Regional Manager of SolidaritUS Health Centers

- Virtual meetings via phone or webinar may take place monthly, or as needed

(d) Clinic Reporting shall include the following standard reports:

- Quarterly Clinic Performance Report
- Annual Financial Impact Report
- Annual SolidaritUS Health Disease Management Performance Report

Sheboygan InHealth Clinic

Advanced Primary Care Services Agreement

Solidaritus Renewal Proposal: May 28/Nov 13, 2024 (revised)

PROPOSED: The terms of the current Agreement commencing January 1, 2025 shall remain “as is” for either a 1-year or a 3-5 year renewal Agreement, with the exception of the following provisions:

Revised/New Provisions	1-year duration	3 - 5 year duration
Exhibit A, Section I: “Service Start Date” ; Section 8.1: “Term”	Commences January 1, 2025 Expires December 31, 2025	Commences January 1, 2025 Expires December 31, 2027 - 2029
Exhibit A, Section II.1(a): “Fees & Billing”	Base PMPM adjustment (equals current CPI-U): 3.4 2.6% + <u>Collaborating Physician Comp</u> : 2.7% TOTAL BASE PMPM INCREASE: 6.1-5.3%	For 2025, TOTAL BASE PMPM INCREASE: 6.1% ; In each subsequent year of Agreement , max base PMPM increase shall be limited to CPI-U
<i>New Provision:</i> Healthy Lifestyle Classes i.e. healthy shopping on a budget, nutritious cooking (quick & delicious), sleep hygiene, stretching & flexibility, mindfulness and stress management (at clients’ discretion)	Solidaritus passes instructors and materials costs through to employers w/ no markup (if desired by clients) Employers underwrite Solidaritus (shared) access to demonstration kitchen and stretching/yoga studio spaces in Prairie States bulding.	Solidaritus pays the instructors and materials costs Employers underwrite Solidaritus (shared) access to demonstration kitchen and stretching/yoga studio spaces in Prairie States building.
<i>New Provision:</i> InHealth Clinic Interior Upgrade (at clients’ discretion)	To Solidaritus specifications; Employer paid (if desired by clients)	To Solidaritus specifications; Solidaritus finances the upgrade with employer repayment amortized over period of 3- 5 year contract duration