

MASTER SERVICES AGREEMENT SECOND AMENDMENT

This Second Amendment (the “Amendment”) is made and entered into as of October 30, 2024 (“Amendment Effective Date”) by and between Q Care Plus, INC., (“Company”), Q Care Plus Medical P.C. (“Practice”) (collectively, “Q Care”) and Galion City Health Department, (“Customer”). All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Agreement (or as defined below).

RECITALS

WHEREAS, Q Care and Customer (collectively, the "Parties") entered into a Master Services Agreement on or about June 2, 2023 (“Agreement”) (as amended by a First Amendment on November 9, 2023; collectively the "Agreement"); and

WHEREAS, Q Care provides to Customer certain case management and administrative services to facilitate patient enrollment and arrange for provider consultations, laboratory testing, prescription transmission, and such other services (the “Services”) as described in the Agreement and in Exhibit B of the Agreement; and

WHEREAS, Q Care has extended the Services to include a Longitudinal HIV Care Service Line and Customer wishes to engage Q Care to provide such Longitudinal HIV Care Service Line in accordance with the terms and conditions contained in the Agreement; and

WHEREAS, the Parties have agreed to amend the Agreement in the manner set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Exhibit B, Section 1 (“Patient Subscription Fees”) is hereby amended to add a subsection for the Longitudinal HIV Care Service Line as follows:
 - Longitudinal HIV Care Service Line. The Longitudinal HIV Care Service Line provides expert care by telehealth to patients living with HIV infection, including newly diagnosed individuals, for whom such care is desired and clinically appropriate. Following enrollment, the patient experience involves completion of a video encounter visit with a clinical provider experienced in HIV prevention and care, followed by follow-up visits at 3 months and 6 months, and every 6 months thereafter.

The Patient Subscription Fee is \$500 per Patient for the initial visit and \$300 per Patient for each 3-month and then semi-annual visits following their initial visit, which amount shall be reflected on Q Care’s next monthly invoice following a specified Patient provider consultation, and shall be payable in accordance with the terms and payment schedule set forth in the Agreement.
2. Exhibit B, Section 2 (“Patient Lab Fees”) is hereby amended to add a subsection for the Longitudinal HIV Care Service Line Lab Fees as follows:
 - Longitudinal HIV Care Service Line.
 - Laboratory testing pursuant to clinical standards involves a baseline panel followed by panels at follow-up visits. Laboratory fees are subject to change without notice by the third-party laboratory service vendor.
 - Baseline Panel Fee – \$1,450
 - Follow-up Panel Fee – \$455 to \$680

- Q Care will authorize the commercial laboratory service to bill the patient's insurance for the cost of labs ordered by the Q Care Plus provider.
 - Customer acknowledges that there may be a share of cost to the patient and/or the lab fees that may not be paid by in their entirety the patient's insurance.
 - Customer agrees to share payment information related to the patient's share of cost with Q Care to ensure all Parties understand the payment status of each patient with respect to the commercial laboratory service.
 - Q Care will review each patient's account status to advise Customer of any payments that may be required by Customer.
 - Lab fees not covered by insurance shall be reflected on Q Care's next monthly invoice following a specified Patient visit.
3. This Amendment may be executed in counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument.
4. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized officers to execute and deliver this Amendment as of the Effective Date set forth above.

Q Care Plus, INC.

By: _____

Print Name: Lee Horner

Title: Chief Growth Officer

Date: _____

Galion City Health Department

By: Andrea Barnes

Print Name: Andrea Barnes

Title: Health Commissioner

Date: 11/1/2024

Q Care Plus Medical P.C. GA

By: _____

Print Name: Nancy Shannon, MD

Title: Medical Director

Date: _____