

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) dated July 15th, 2026 (the “Effective Date”), by and between Galion City Health Department, a nonprofit organization, with its principal place of business at 113 Harding Way East Galion, Ohio 44833 (the “Covered Entity”) and DAPHNE HEMMING, MD an individual (the “Prescriber”). The purpose of this MOU is to memorialize the relationship between the Covered Entity and the Prescriber and their respective expectations and responsibilities.

WHEREAS, Covered Entity receives federal grant funds and is actively registered within the Health Resources and Services Administration (“HRSA”) Office of Pharmacy Affairs Information System (“OPAIS”). Covered Entity is also an eligible “covered entity” participating in the federal 340B drug pricing program under Section 340B of the Public Health Service Act (“340B Program”);

WHEREAS, Covered Entity entered into a Master Services Agreement (the “Agreement”) dated June 2, 2023 with Q Care Plus, INC. (“Company”) and Q Care Plus Medical P.C. (“Practice”) and, collectively with Company, “Q Care”) to identify, contract with, and compensate Providers employed by or contracted with Practice (“Providers”) to serve as independent contractors for the provision of telemedicine services through a web-based platform and to facilitate and arrange for telemedicine visits between Covered Entity’s patients, including those patients of Covered Entity who are eligible to receive drugs under the 340B Program (“Eligible Patients”), and a Provider;

WHEREAS, Prescriber is a Provider duly licensed to practice medicine and is employed by or contracted with Practice to furnish telemedicine services through Q Care’s platform; and

WHEREAS, Covered Entity wishes for Prescriber to provide telemedicine services to Covered Entity’s Eligible Patients, pursuant to the Agreement, and Prescriber agrees to provide such services.

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

1. Covered Entity has engaged Prescriber to furnish telemedicine services through Q Care’s platform to patients of Covered Entity, and Prescriber shall furnish such services.

2. Individuals receiving telemedicine services from Prescriber via Q Care’s platform are Eligible Patients of the Covered Entity, and responsibility for the Eligible Patient’s care furnished by Prescriber remains with the Covered Entity. Covered Entity will maintain a patient profile and an electronic medical record for each Eligible Patient that includes records of the telemedicine services furnished by Prescriber to each Eligible Patient.

3. Covered Entity will provide administrative oversight to Prescriber and Q Care for the provision of medical and case management services. Covered Entity will offer and provide such other services to Eligible Patient as appropriate under its federal grant.

4. Prescriber will develop proper documentation of his/her consultations with each Eligible Patient and make note of any changes in medication in the patient's record. Prescriber will communicate with Eligible Patients as necessary and appropriate using the modalities enabled by Q Care for asynchronous communication.

5. Covered Entity and Prescriber will ensure that all Eligible Patients are provided with notice regarding patient freedom of choice in medical provider, testing laboratory and pharmacy.

Signatures of Authorized Representative(s)

Andrea Cinadr

Andrea Barnes, Health Commissioner
Galion City Health Department

Date: 07/22/2026

Daphne Hemmings

DAPHNE HEMMINGS, MD
Q Care Plus

Date: 07/17/2026