

RESOLUTION NO. 2025 – R – 95

A Resolution Approving the Telehealth Services Agreement between Pathways Physicians Texas, PLLC and the Village of Algonquin

WHEREAS, the Village of Algonquin, McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Resolution constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, access to affordable and timely healthcare remains a persistent challenge for many residents, especially those facing barriers such as lack of transportation, limited insurance coverage, or difficulty securing appointments; and

WHEREAS, mental health, chronic disease prevention, and healthcare access have been identified as top community priorities through the McHenry County Department of Health's Community Health Improvement Plan (CHIP), with a focus on increasing access to primary care and early intervention services; and

WHEREAS, telehealth services have become a proven and widely adopted method for delivering high-quality, convenient medical care, particularly for underserved populations; and

WHEREAS, data shows that early access to healthcare—including virtual consultations—can reduce emergency room visits, improve chronic condition management, and promote overall well-being; and

WHEREAS, the COVID-19 pandemic highlighted both the necessity and efficacy of virtual healthcare as an essential component of resilient public health infrastructure; and

WHEREAS, the Village of Algonquin recognizes its responsibility to protect and enhance the quality of life for its residents, including supporting initiatives that improve access to health services and promote community well-being; and

WHEREAS, both Kane and McHenry County health plans have access to care as being a top priority and to implement said plans, the Village has prioritized community health through its participation in regional planning efforts and implementation of the CHIP, as well as through park programming, environmental resiliency initiatives, emergency preparedness planning and has further determined that this proposed telehealth program will further aid in the Village's local implementation of that community health initiative; and

WHEREAS, the Village seeks to leverage economies of scale by offering a municipal telehealth program that provides universal access to licensed medical providers for a nominal monthly fee, with no insurance or co-pay required; and

WHEREAS, the Village acknowledges that offering a universal telehealth benefit through a utility-billed model ensures equitable access while providing residents the flexibility to opt out at any time if they choose;

WHEREAS, the Village utilized a competitive bidding purchasing system known as The Interlocal Purchasing System (TIPS) Purchasing Cooperative (Contract No. 250106) to procure the program, and through this process, the Village successfully negotiated more favorable pricing than the standard cooperative contract rate, further enhancing the program's value and cost-effectiveness for participating residents; and

WHEREAS, on August 19, 2025, the Village Board held a public hearing where the public was allowed an opportunity to provide comments and ask questions regarding the Telehealth Services Agreement by and between the Village and Pathways Physicians Texas, PLLC (the "Agreement"), attached hereto as Exhibit A; and

WHEREAS, the Village affirms its commitment to providing resources and education to ensure residents are informed of their options, including the ability to opt out of the service if desired; and

WHEREAS, the Village finds that it is in the best interests of the Village that said Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, Kane and McHenry Counties as follows:

SECTION 1: The foregoing recitals are, by this reference, fully incorporated into and made a part of this Resolution.

SECTION 2: That the Agreement between the Village and Pathways Physicians Texas, PLLC attached hereto and made a part hereof as Exhibit A, is hereby approved and the Village President and Village Clerk are hereby authorized and directed to execute and attest.

Passed this 2nd day of September, 2025.



Attest:


Fred Martin, Village Clerk

APPROVED:


Village President Debby Sosine

Telehealth Services Agreement

This Telehealth Services Agreement (the “Agreement”) is made and entered into as of **[Effective Date]**, by and between **Pathways Physicians Texas, PLLC**, a Texas professional limited liability company (hereinafter “**PPTX**”), and the **Village of Algonquin, Illinois** (hereinafter the “**Village**”). PPTX and the Village may each be referred to as a “Party” and collectively as the “Parties.”

1. Definitions

For purposes of this Agreement, the following capitalized terms have the meanings set forth below. Other terms may be defined in context within this Agreement.

- **“Telehealth Services”** – The remote healthcare services described in this Agreement including virtual medical consultations by licensed physicians or other qualified healthcare professionals via telephone, video, text messaging, or other electronic communication methods.
- **“Telehealth Program”** – The Telehealth Services described in this Agreement that PPTX will provide to Participating Households.
- **“Household”** – A residential or business utility account holder in the Village that is eligible to participate in the Telehealth Program.
- **“Participating Household”** – A Household that has not opted out of the Telehealth Program and is current on its monthly Telehealth Fee and therefore is entitled to receive Telehealth Services under this Agreement. The utility account holder and, if residential, all persons residing in a Participating Household, or if business/commercial, up to ten individuals identified by the account holder, are entitled to receive Telehealth Services.
- **“Telehealth Fee”** – The monthly fee charged by PPTX per Participating Household for participation in the Telehealth Services Program as set forth in Section 5.1.
- **“Initial Term”** – The initial duration of this Agreement as specified in Section 2.1.
- **“CPI”** – The Consumer Price Index for All Urban Consumers (CPI-U) (1982-84 =100) for the Chicago Consolidated Metropolitan Statistical Area, All Items (or, if such index is discontinued or not available, a comparable index mutually agreed by the Parties.
- **“Program Launch Date”** - The first date on which the Village includes the Telehealth Fee charge on utility bills and Participating Households may begin using the Telehealth Services.

2. Term of Agreement

2.1 Initial Term: The term of this Agreement shall commence on the Effective Date and continue for an initial period of three years thereafter, unless earlier terminated in accordance with this Agreement (the “Initial Term”).

2.2 Renewal Terms: Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”). Either Party may prevent renewal by providing written notice of its intent to discontinue the Agreement no less than 90 days prior to the expiration of the current term. Failure by either Party to provide such notice shall result in the Agreement renewing at the end of the current term.

The Parties may confer in good faith regarding modifications to terms for any Renewal Term. Any agreed modifications shall be documented in writing prior to the renewal date. If no modifications are agreed upon, the Agreement shall automatically renew on existing contract terms, except that the Telehealth Fee shall adjust as provided in Section 5.1.

2.3 Transition to Renewal or Expiration: If the Parties are negotiating a renewal or extension but have not formalized it by the end of the Initial Term (or a Renewal Term), the Village may request, and PPTX shall provide, a short-term extension of up to 60 days on the same terms to avoid interruption of service, provided that any such extension beyond 60 days will require mutual agreement. If the Agreement is not renewed or extended, the provisions of Section 6.4 (Effect of Termination) shall apply at expiration.

3. Scope of Services

3.1 Telehealth Services Provided. PPTX shall furnish comprehensive telehealth medical-consultation services (“Telehealth Services”) to all Participating Households in accordance with this Agreement.

3.2 Standard Service Window. Telehealth Services will be routinely available every day, including holidays, from 7:00 a.m. to 10:00 p.m. Central Standard Time (the “Standard Service Window”). PPTX has no obligation to provide Telehealth Services outside the Standard Service Window. The Parties may amend this Agreement to extend coverage to a full 24 / 7 model at mutually agreed pricing and service-level terms.

3.2 Services. During the Standard Service Window, residents of a Participating Household may consult with qualified, Illinois-licensed healthcare providers via secure text/SMS, telephone, video conference, or a designated telehealth platform/application. Telehealth Services include, without limitation:

- On-demand evaluation and advice for non-emergency medical conditions;
- Diagnosis and treatment recommendations for common illnesses and minor injuries (e.g., colds/flu, infections, minor sprains);

- Prescription services when clinically appropriate and lawful, including transmittal to local pharmacies;
- Triage guidance on whether in-person urgent care or emergency services are recommended;
- Answers to health-related questions and early-intervention coaching for chronic-condition management;
- Referrals to specialists or community health resources when an issue is beyond the scope of telehealth or requires follow-up.

3.3 Unlimited Access. PPTX shall provide Participating Households unlimited access to Telehealth Services during the Service Window in exchange for payment of the Participating Household's Telehealth Fee; no per-visit charge or any other charges shall be made to the patient or the Village.

3.4 Licensed Personnel and Standard of Care: PPTX shall ensure that all services are provided by individuals ("Providers") holding the necessary professional licenses and certifications in the State of Illinois. PPTX will provide Telehealth Services in accordance with the prevailing standard of care for telemedicine and all applicable laws and regulations.

3.4.1 PPTX and all Providers shall comply with Illinois telemedicine requirements, maintaining patient privacy and security in accordance with HIPAA and other applicable privacy laws, obtaining any necessary consents for treatment via telehealth, and maintaining thorough medical records of telehealth encounters.

3.4.2 PPTX is solely responsible for the acts and omissions of its physicians and staff and nothing in this Agreement shall be construed to create an employer-employee relationship between the Village and any PPTX personnel.

3.4.3 PPTX will have Providers who are culturally competent and, as needed, able to provide services in languages prevalent in the community, or through translation services if necessary.

3.5 Service-Level Standards. PPTX shall use commercially reasonable efforts to maintain the performance standards set forth in this Agreement and **Exhibit A (Service Level Agreement and Key Performance Indicators)**, which is incorporated herein.

3.5.1 The primary objective metric is Availability / Uptime: the Telehealth Services are expected to remain continuously operational during the Standard Service Window (7 A.M.–10 p.m. CST, seven days a week), except for infrequent, short maintenance windows that PPTX will schedule during historically low-usage periods and, when practicable, announce to the Village in advance.

3.5.2 PPTX will monitor platform performance and promptly correct service degradations. The Parties acknowledge that isolated anomalies may arise (e.g., a brief carrier outage or unexpected

surge), but sustained or repeated service interruptions, after notice and a reasonable cure period, may be treated as a breach under Section 6.2.

3.5.3 “Time-to-patient” and response-interval targets shall be as stated in the Service Level Agreement (Exhibits A), or if none, then commercially reasonable and consistent with the prevailing standard of care for telemedicine.

3.6 Reporting and Monitoring: PPTX shall provide the Village with regular reports to facilitate oversight of the Telehealth Program’s success and compliance with service standards. At a minimum, PPTX will provide:

3.6.1 Quarterly Reports: By the 15th of the first month of each quarter commencing, PPTX will deliver a report for the previous quarter detailing: the number of telehealth consultations provided to Participating Households under this Telehealth Program; the number of Participating Households that utilized the service; average and maximum wait/response times; any downtime or service interruptions (with dates and duration); and a summary of any resident feedback or complaints received (with general nature of issue and resolution, but de-identified data and no Protected Health Information).

3.6.2 Annual Reports: Within 30 days after each anniversary of the Telehealth Program Launch Date (and within 30 days after termination or expiration, if applicable), PPTX will provide a comprehensive annual report summarizing the above metrics over the year, identifying trends (e.g., utilization rates, peak usage times, most common consultation types), and including any recommendations for Telehealth Program improvements or adjustments for the Village’s consideration. Reports shall include only anonymized data and shall not include Protected Health Information.

3.6.3 All reports shall be provided in a format reasonably requested by the Village (for example, a written PDF report and an accompanying spreadsheet of key data). Telehealth Program. All usage data will be aggregated and de-identified in compliance with HIPAA. The Village may use the aggregated data for lawful purposes such as public reports to Village Board on Telehealth Program effectiveness. The Parties acknowledge that medical consultations are private. PPTX will not disclose any Protected Health Information (PHI) or personally identifiable patient information to the Village in any reports, beyond what is needed for Telehealth Program administration.

3.7 Telehealth Program Intent, Limitations, and Resident Guidance.

3.7.1 PPTX’s Telehealth Services are intended for non-emergency medical needs and general health guidance. The Telehealth Program is not health insurance and is not a replacement for primary care or emergency services; Telehealth Program is a supplemental benefit to increase access to care. Participating Households are encouraged to maintain any regular health insurance or primary physician relationships they have.

3.7.2 Telehealth Services do not include emergency services. For any medical emergency or conditions requiring immediate hands-on care, PPTX will advise residents to call 9-1-1 or go to

the nearest emergency facility. PPTX providers will use professional judgment to direct patients to emergency care or in-person evaluation if symptoms suggest a serious condition (e.g., chest pain, severe shortness of breath, signs of stroke, etc.). Telehealth Services do not include long-term management of chronic diseases beyond telehealth advice and directing patients to appropriate follow-up. Telehealth Services do not cover the cost of prescriptions or external medical services — those remain the patient's responsibility. PPTX's services include helping the patient locate low-cost options or referrals. PPTX will not prescribe any medications that are not legally permissible via telehealth or without an in-person examination when required by law.

3.7.3 PPTX shall ensure that all Village residents, including Participating Households, are aware of the Telehealth Program's intent and limitations and shall provide residents with appropriate and sufficient guidance on such limitations and the use of PPTX's Telehealth Services.

3.8 Changes in Scope of Services: If the Village requests an expansion or significant change to the scope of Telehealth Services (for example, adding mental health tele-counseling or on-site services), or if PPTX proposes service enhancements (like a new telehealth platform feature), the Parties shall discuss such changes in good faith. No such change will be effective unless agreed in writing (e.g., as an amendment or added exhibit). Minor adjustments and improvements that do not materially alter the obligations of either Party (such as adding additional languages support or improving average response times) may be made by PPTX in the ordinary course, with notice to the Village. Any change that could affect the pricing or costs must be mutually agreed to in advance of the change being made.

4. Village's Program Administration

4.1 Billing and Collection of Telehealth Fees: The Village agrees to facilitate Telehealth Program through the billing and collection of the monthly Telehealth Fees from Participating Households in accordance with this Agreement and applicable Village and State requirements.

4.1.1 Commencing with the first utility billing cycle following the Telehealth Program launch date (or the next practicable utility billing cycle) and continuing throughout the Term, the Village will include on each Household's utility bill a separate line item for the Telehealth Program Telehealth Fee provided for in Section 5 of this Agreement.

4.1.2 An explanatory addendum or insert will accompany or be incorporated into the bill, at least for the first billing cycle and periodically as needed, to explain the nature of this charge and provide core information about the Telehealth Program (see example attached as Exhibit C).

4.1.3. Collected Telehealth Fees shall be accounted for separately (for clarity, the Village will track these funds, which will be owed to PPTX, distinct from general utility revenue). The Village will exercise diligent efforts in billing and collecting Telehealth Fees, applying similar practices as it does for other Village charges (except no service disconnections will occur solely for non-payment of the Telehealth Fee, as described in 4.2).

4.1.4 The Village, at its own expense, is responsible for all systems, programming, and labor to add the Telehealth Services fee to the existing water/utility bill, including initial setup or programming to implement teleservices charge PPTX shall assist the Village by providing any information required by the Village to complete the initial set up and programming. The parties agree that the Village may delay implementation of billing procedures for a reasonable period to ensure operational readiness, provided that such delay is communicated in advance and does not unreasonably hinder the commencement of services.

4.2 Resident Opt-Out Mechanism: Participation in the Telehealth Program is voluntary and a Household may opt-out at any time. The Village agrees to implement and manage an opt-out system which permits a Household to decline to participate in the Telehealth Program have the Telehealth Fee line item removed from the Household's utility bill. Key aspects of the opt-out process include:

4.2.1 Initial Opt-Out Period: Before or at the time the Telehealth Program launches, the Village will notify all Households of the upcoming Telehealth Program and give them a clear opportunity to opt out **before** the first charge appears. The method of notification will be determined by the Village and can include a mailed notice or insert (see example at Exhibit C) and will utilize Village communication channels (website, social media, etc.). The Village will endeavor to provide convenient methods, e.g. opt outing by calling a designated Village phone number, returning a form, or using an online portal. The Village will log each opt-out request Any Household that opts out in advance will not be billed the Telehealth Fee on the first or subsequent utility bills (unless they later opt back in)

4.2.2 Ongoing Opt-Out Rights: After the Telehealth Program begins, a Household may opt out at any time by notifying the Village through the Village-established process. The Village shall remove the Telehealth Fee from that Household's bill starting with the next billing cycle following the opt-out request (allowing for reasonable processing time). If a Household opts out in the middle of a billed period for which they have already paid the Telehealth Fee, the Village will, upon request, provide a pro-rated refund or credit for the unused portion of the service period. Access to Telehealth Services will not be available after the effective opt-out date.

4.2.3 Non-Payment Treated as Opt-Out: Nonpayment by a Household of the Telehealth Fee portion of its utility bill will be deemed the Household's election to opt out of the Program. The Village is not required to undertake collection actions for unpaid Telehealth Fees. If a partial payment is made on a utility bill, the Village's payment application protocols will first satisfy essential utility services and leave the Telehealth Fee unpaid, resulting in an opt-out. The Village will not impose late fees, penalties, or service cut-offs solely for refusal to pay the Telehealth Fee. Instead, the Household simply will be unenrolled (opted-out) for non-payment. The Village will update its records to reflect that status and cease future billing to that account for the Telehealth Fee. If that resident later wishes to rejoin, may request to opt back in, in which case billing would resume in a future cycle.

4.2.4 Data on Participation: The Village shall maintain accurate records of which Households are Participating Households (i.e., have not opted out and continue to pay) and which have opted

out (or been deemed opted out for non-payment). The Village will provide PPTX with an updated list (or accessible dataset) on at least a monthly basis identifying all Participating Households, or all opted-out Households, identifying the Participating Households entitled to Telehealth Services. This list may be in the form of address/account numbers or another unique identifier; and may exclude resident names (unless necessary for verification). PPTX will use this information solely for verifying service eligibility and administration of the Telehealth Program. The Village will also notify PPTX of opt-outs equal or greater to 5% of the Village Households or any opt-out campaigns, as that could impact expected service volumes.

4.3 Remittance of Funds to PPTX: The Village's payment obligations to PPTX are set forth in Section 5. In general, the Village will act as a pass-through entity: collecting Telehealth Fees from residents and remitting those collected funds to PPTX on a regular basis (monthly, unless otherwise agreed). The Village shall segregate or account for collected Telehealth Fees such that they are identifiable as funds due to PPTX. Collected amounts shall not be diverted to other Village uses. The Village will prepare a monthly summary of collections and promptly pay PPTX as described in Section 5.3. If the Village anticipates any administrative delays or issues in remitting payment (for example, a software issue delaying calculation of amounts), it will inform PPTX and work to resolve it quickly. The Village shall only remit amounts that have been successfully collected from residents. The Village shall have no obligation to advance, guarantee, or pursue collection of any unpaid Telehealth Fees on behalf of PPTX.

4.4 Promotion and Marketing Support: To assist PPTX in achieving the Telehealth Program's success and high participation rates, the Village agrees to actively inform its residents about the Telehealth Program. The Village's general marketing and outreach plan is detailed in **Exhibit D (Village Marketing)**.

4.4.1 In general, the Village will utilize its communication channels to raise awareness of Telehealth Services among residents. This includes, at minimum: sending periodic informational mailers or bill inserts about the Telehealth Program (e.g., quarterly reminders of the telehealth benefit), posting about the Telehealth Program on the Village's official social media accounts several times per year, including Telehealth Program information in materials provided to new residents (if any), and collaborating with PPTX to present the Telehealth Program at community events or health fairs.

4.4.2 The Village will designate a point of contact or coordinator to work with PPTX's team on marketing efforts, ensuring that messaging is accurate and consistent.

4.4.3 All outreach will convey that the Telehealth Program is an "opt-out" benefit and will highlight the fact that the Telehealth Program provides defined telehealth access for a monthly fee.

4.4.4 Subject to the Village's prior approval, PPTX may use the Village's name and logo in Telehealth Program materials. PPTX's name and service may be featured in Village communications, in accordance with guidelines either Party may provide (and each Party will obtain approval from the other for any use of the other's logo or trademarks).

4.4.5 Marketing Expenses: Marketing expenses for the activities listed in Exhibit D (such as printing and mailing Village utility inserts) to be borne by the Village shall be those specifically agreed to by the Village in writing. PPTX will bear any costs associated with its own optional marketing efforts or any premium promotional activities not outlined that PPTX elects to do.

4.5 Exclusivity of Program Services: During the Term of this Agreement, the Village shall not enter into any agreement with a third party to provide a similar telehealth subscription service to Village residents that is funded through Village utility billing or a Village-managed opt-out program. PPTX shall be the exclusive provider for any Village-sponsored telehealth program of this nature while this Agreement is in effect. (This does not prevent the Village from participating in or promoting unrelated health initiatives, such as county health programs or hospital partnerships, so long as they are not the same model of providing telehealth-for-all via a utility bill fee.) The Village confirms that it currently has no contracts with other telehealth vendors for a Village-wide program.

4.6 Village Board Authorization: The Village represents that it has or will obtain all necessary approvals from the Village Board to add the Telehealth Fee to utility bills and enter into this Agreement.

4.7 FOIA; Public Records Request: The Village will handle any requests or other public record inquiries relating to this Agreement or the program in accordance with law, including the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) and Section 11.2 (ensuring PPTX is consulted if any request encompasses PPTX's proprietary information).

5. Compensation and Payment Terms

5.1 Telehealth Fee and Pricing Structure+

5.1.1. Year 1 – 3 Introductory Rate: During the first three years of the program (the Introductory Years), the Telehealth Fee is \$6.00 per Household per month for each Participating Household. This special introductory rate is intended to encourage initial participation.

5.1.2 Year 4 and Beyond Standard Rate: Beginning at the start of the fourth year of the Telehealth Program (month 37 after the Telehealth Program Launch Date) and continuing through the end of the fourth year, and following years, the rate will increase to \$9.00 per Household per month for each Participating Household.

5.1.3 Annual CPI Adjustment (Cap 5%): Beginning with the fifth year of the Telehealth Program and for each year thereafter (including any Renewal Terms), PPTX may adjust the per-Household monthly rate based on inflation as measured by the Consumer Price Index (CPI) for Urban Consumers (1982-84 =100) for the Chicago Consolidated Metropolitan Statistical Area. Specifically, **at the start of Year 5** (and at the start of each subsequent year on the anniversary of the Telehealth Program Launch Date), the Year 4 base rate of \$9.00 will increase by a percentage equal to the percentage increase in the CPI over the most recent 12-month period for which official CPI data is available. However, any such annual increase shall be capped at 5% of

the then-current rate. If the CPI indicates a larger increase, only a 5% increase will be applied for that year. If the CPI change is smaller, the smaller percentage (or no increase) may be applied. PPTX shall give the Village at least 60 days' advance written notice of any CPI-based rate increase, including documentation of the CPI calculation. The adjusted rate will remain in effect until the next annual adjustment or end of the Agreement. CPI adjustments are intended to account for increased costs of providing services due to inflation and regulatory changes; they are not automatic unless CPI has increased. If CPI is flat or negative, the rate would remain the same (no increase), absent mutual agreement for a downward adjustment.

5.1.4 All pricing above is per Household per month. If the Village changes its billing interval to a different periodic basis, the charges can be prorated or structured so that it equates to the same monthly rate. The Village shall not charge or withhold any administrative fees from Telehealth Fees. The full collected amount of the Telehealth Fee is due to PPTX. Change in the Telehealth Fee amount other than the CPI adjustment requires mutual agreement and a formal amendment.

5.2 Payment Based on Collected Telehealth Fees (No Payment for Opt-Outs): PPTX's compensation under this Agreement is expressly limited to the Telehealth Fees actually collected by the Village from Participating Households. The Village shall not be required to pay PPTX for any Household that has opted out or otherwise failed to pay the Telehealth Fee.

5.2.1 PPTX bears the risk of non-collection from residents. If a resident does not pay, PPTX will not receive that Telehealth Fee and, correspondingly, PPTX will not be obligated to provide service to that resident as they are considered to have opted out.

5.2.2 The Village will only remit amounts that it has successfully collected. The Village's obligation to pay is contingent on collection; there is no guarantee to PPTX of any minimum number of participants or amount.

5.2.3 The Village will make commercially reasonable efforts in its billing and collection practices to maximize collection, as described in Section 4, treating the Telehealth Fee like an ordinary line item on the utility bill. If a previously non-paying Household later pays past due Telehealth Fees), the Village will include those recovered funds in the next remittance to PPTX. However, the Household's eligibility for services will be determined by the opt-out rules. Non-payment means the Household was not covered during that period of non-payment.

5.2.4 PPTX acknowledges and agrees that the Village has not made and is not making any promise of a particular participation level or revenue amount; the financial model is enrollment-driven.

5.3 Invoicing and Remittance Procedure: The following process shall apply to the billing and remittance of Telehealth Fees from the Village to PPTX:

5.3.1 Monthly Remittance/Invoice Cycle: On a monthly basis (aligned with the Village's normal billing cycle), the Village will calculate the total Telehealth Fees collected in the preceding period. The Village will provide PPTX with a Monthly Telehealth Fee Report (as noted in Section 4.3) stating the number of Participating Households and total amount of Telehealth Fees collected for

that month (or billing cycle), along with any necessary detail (e.g., identification of any partial payments or adjustments). PPTX will then issue an invoice to the Village for that amount, referencing the Village's report. Alternatively, if mutually agreed, the Village's report itself can serve as the basis for payment without a separate PPTX invoice; in such case, the Village will initiate payment of the reported amount within the timeframe below.

5.3.2 Payment Terms: The Village shall remit payment to PPTX for each invoice (or report) within 45 days of receipt of the invoice/report. Payment shall be made via a mutually agreed method, such as ACH electronic transfer to an account designated by PPTX. If the Village identifies any discrepancy or has a good-faith dispute about the invoiced amount, it shall notify PPTX within 15 days after delivery of the invoice, and the Parties will work together to resolve the dispute promptly. The Village will in any event pay the undisputed portion of an invoice within the 45-day period.

5.3.3 Records: Each Party will maintain records of the amounts billed, collected, invoiced, and paid. The Village's records of what was collected shall be controlling in determining the amount due, absent manifest error. PPTX may inspect relevant Village records to verify the figures if needed (subject to audit provisions in Section 11.2). Likewise, the Village can inspect PPTX's invoicing records. Both Parties agree to seek to resolve discrepancies in good faith.

5.3.4 Adjustment for CPI or Rate Changes: If a CPI adjustment or other rate change occurs as described in 5.1, the Village's billing and PPTX's invoicing will reflect the new rates as of the effective date. The Village shall not be responsible for calculating PPTX's invoice; PPTX will ensure its invoice reflects the current approved rate and matches the Village's reported number of participants and collected funds.

5.4 Late Payment and Suspension of Service: The Village shall pay PPTX on time as described above. In the event any **undisputed** payment is not received by PPTX within 45 days after it is due, PPTX will provide written notice to the Village's contract manager or finance department, alerting the Village to the delinquency.

5.4.1 If the Village still has not paid within an additional 30 days after receiving such notice (i.e., 75 days past the original due date), PPTX shall have the right to suspend Telehealth Services under this Agreement until payment is made, upon giving the Village a second written notice (a "Notice of Suspension") at least ten days before the suspension is to take effect. If the Village cures the payment default within that ten-day period, the suspension will not occur.

5.4.2 If the Village does not cure, PPTX may halt services starting on the specified suspension date. During any period of suspension for non-payment, PPTX will have no obligation to provide Telehealth Services to Village residents, and the Village will be responsible for informing residents (if inquiries arise) that the service is temporarily unavailable due to payment issues. PPTX shall resume services promptly after the Village pays all outstanding undisputed amounts (including any applicable late charges). Additionally, any late payment (beyond 45 days past due) shall accrue interest at an annual rate of 1% calculated from the original due date until the date of payment.

5.4.3 If payment delinquency continues beyond 90 days without satisfactory resolution, such failure to pay shall constitute a material breach by the Village, and PPTX may terminate the Agreement for cause pursuant to Section 6.2(b)..

5.5 Taxes: The Telehealth Fees are considered a fee for services provided to residents and passed through to PPTX; they are not a tax or a Village fee for Village revenue. Each Party is responsible for its own taxes as applicable. PPTX shall be responsible for any taxes based on its income or business operations (including payroll taxes for its employees). The Village, as a Illinois municipal entity, is generally tax-exempt for its purchases and not subject to sales tax. It is not anticipated that sales tax applies to medical services, but if any sales, use, excise, or similar taxes are determined by a competent authority to apply to the amounts paid to PPTX hereunder, PPTX shall be responsible for such taxes (as PPTX is the ultimate recipient of the payment for services). The Village shall not withhold any portion of the Telehealth Fee for taxes unless required by law, in which event the Village shall notify PPTX and cooperate to minimize any such withholding or double-taxation. If any law provides an exemption or exception that can be claimed, the Parties will reasonably cooperate (for example, providing resale or exemption certificates). In no event will either Party be responsible for any taxes of the other Party that are not directly related to this Agreement.

6. Termination

6.1 Termination by Village for Convenience (Without Cause).

6.1.1 The Village may terminate this Agreement for its convenience by delivering at least **60 days' prior written notice** to PPTX specifying the effective date of termination.

6.1.2 Termination for Convenience During Initial Term. If the Village's convenience termination becomes effective before the end of the thirty-six-month Initial Term, the Village shall pay PPTX, as liquidated damages, a one-time termination fee equal to three times the average monthly Telehealth Fees actually collected during the most recent three full calendar months immediately preceding the termination-notice date.

Example: If the Village issues a termination notice in Month 28, and the average monthly Telehealth Fees collected in Months 25-27 were \$52,000, the termination fee would be \$156,000 (3 × \$52,000).

6.1.3 No Fee After Initial Term. If the termination for convenience takes effect at or after the expiration of the Initial Term (for example, during any Renewal Term), no termination fee is owed. The Village must still remit to PPTX all Telehealth Fees collected for services rendered through the termination date.

6.1.4 Liquidated Damages Nature. The Parties acknowledge that actual damages to PPTX resulting from an early convenience termination would be difficult to quantify and that the formula in subsection 6.1.1 represents a reasonable pre-estimate—not a penalty—of PPTX's lost profits and unrecovered start-up costs.

6.1.5 Payment Timing. Any termination fee owed under this Section shall be invoiced by PPTX and paid by the Village within 60 days after the termination effective date, together with any outstanding Telehealth Fees for services rendered up to that date.

6.2 Termination for Cause: Either Party may terminate this Agreement for cause upon a material breach by the other Party, subject to the following provisions:

6.2.1 By the Village (PPTX Breach): If PPTX materially breaches any material obligation under this Agreement, the Village shall provide written notice to PPTX describing the nature of the breach in detail. PPTX shall have 30 days from receipt of such notice to cure the breach to the Village's reasonable satisfaction. If the breach is of a nature that cannot reasonably be cured within 30 days, PPTX may submit a reasonable plan for curing the breach as promptly as practicable, and seek the Village's written consent for an extended cure period (which consent shall not be unreasonably withheld for non-monetary breaches). Failure to meet service level standards as required, significant downtime or unavailability of services, repeated justified complaints from residents about service quality, or any action by PPTX that jeopardizes residents' health or privacy could all constitute material breaches if not promptly remedied. If PPTX fails to cure the breach within the applicable cure period, the Village may terminate this Agreement by delivering a written termination notice to PPTX, with immediate effect or a specified termination date. In a termination for PPTX's breach, the Village shall pay PPTX for any validly collected Telehealth Fees attributable to services provided up to the termination date (to the extent not already paid), but the Village may withhold or offset any amounts reasonably necessary to cover the Village's damages caused by the breach. Termination for breach is without prejudice to any other rights or remedies the Village may have under this Agreement or at law, except those remedies are subject to the limitations and waivers provided herein.

6.2.2 By PPTX (Village Breach): If the Village materially breaches any material obligations under this Agreement, PPTX shall provide written notice to the Village describing the breach in detail. The Village shall have 30 days from receipt of notice to cure the breach. If the breach is of a nature that cannot reasonably be cured within 30 days, the Village may submit a reasonable plan for curing the breach as promptly as practicable and seek PPTX's written consent for an extended cure period (which consent shall not be unreasonably withheld for non-monetary breaches). If the Village does not cure the breach within the cure period, PPTX may terminate this Agreement by written notice, effective immediately or as of a specified date. In such event, the Village shall remain liable to pay PPTX for all Telehealth Fees collected (or due to be collected) for services provided up to the termination date. Termination for breach under this section is without prejudice to any other rights or remedies the Village may have under this Agreement or at law, except those remedies are subject to the limitations and waivers provided herein.

6.2.3 In all cases of alleged breach, the non-breaching Party has a duty to act reasonably and in good faith. If a breach is disputed, the Parties may engage in discussions or mediation to attempt to resolve the dispute prior to termination if time permits but are not obligated to delay a justified termination beyond the cure period.

6.3 Termination for Change in Law or Regulatory Issues: In addition to termination for cause, either Party may terminate this Agreement upon written notice (with at least 30 days' notice, unless a shorter period is required by law) if a change in applicable law or regulation or a government order makes the continuation of this Agreement impracticable, illegal, or would materially increase the cost of performing the Agreement without a mutually agreeable amendment. This right is further described in Section 10 (Regulatory Changes). In such a case, the Parties shall attempt to negotiate adjustments first. If termination is necessary under this Section 6.3, it shall be considered a no-fault termination. The Village will pay PPTX for any services rendered up to the termination date from collected funds, and each Party will bear its own costs of termination.

6.4 Effect of Termination: Upon any termination or expiration of this Agreement, the Parties shall take the following actions for an orderly wind-down:

6.4.1 Cessation of Services: PPTX will cease providing Telehealth Services to Participating Households as of the effective date of termination/expiration (the "Termination Date"), unless otherwise agreed for a brief extension to ensure a smooth transition. PPTX will ensure that any person contacting the service after the Termination Date is informed that the Telehealth Program is no longer active. If appropriate, PPTX may advise patients to seek alternative care (e.g., refer them to their primary care physician or urgent care) since the Telehealth Services under the Telehealth Program have ceased. The Village agrees to promptly inform residents (through a notice on its website, a message on the final utility bill with the Telehealth Fee charge, or other reasonable means) that the Telehealth Program is ending or has ended as of the Termination Date.

6.4.2 Final Billing and Payments: The Village shall remove the Telehealth Fee charge from all future utility bills after the Termination Date. The Village will still collect any Telehealth Fees that were billed for periods prior to the Termination Date and include them in the final payment to PPTX. The Village shall pay PPTX any remaining amounts due for services provided through the Termination Date. PPTX shall submit a final invoice or reconciliation statement within 30 days after termination, and the Village shall pay that (subject to reconciliation of any last adjustments) in accordance with Section 5.3. The Village will remit any late-arriving payments from residents for pre-termination service periods, or otherwise account to PPTX for all Telehealth Fees collected up to the Termination Date. If the Village collected Telehealth Fees for any period beyond the Termination Date, the Village will refund those amounts to the residents or, if not feasible, remit them to PPTX only if PPTX actually provided any service during that period.

6.4.3 Return of Materials and Information: Each Party shall promptly return or (with permission) destroy any confidential information, proprietary materials, or equipment of the other Party that is in its possession due to the Agreement. For example, PPTX will return or securely destroy any Village-provided data lists, and the Village will return or destroy any PPTX-provided training materials or marketing collateral that is not publicly available. An exception is made for any information that a Party is required by law to retain (e.g., PPTX's medical records of patient consultations, which by law must be retained for a certain period, and the Village's record of this

contract for record-keeping purposes). Any retained information remains subject to the confidentiality obligations of this Agreement (and the BAA for any PHI).

6.4.4 Transition Assistance: Upon the Village's request, PPTX will provide reasonable cooperation to transition residents to any new program or provider (if one is immediately available) or to simply close out the Telehealth Program. This might include providing the Village with a brief summary of utilization or any lessons learned that could be passed to a successor (nothing containing PHI). If the Village desires to start a similar program with a different vendor after termination, PPTX's obligations are limited to cooperation consistent with Section 11.1 (Right to Match and Transition) if applicable.

6.4.5 Survival of Terms: Any provisions of this Agreement which by their nature or expressly are intended to survive termination or expiration (such as indemnification obligations, confidentiality, limitation of liability, and accrued payment obligations) shall survive. Specifically, Sections 5.4 (if payments are late at termination), 5.5, 6.4, 7.4, 8, 9, 11.3, 11.6, 11.8 through 11.12, and all relevant definitions, exhibits, and any other provision that contemplates performance or enforcement after termination, will remain in effect.

6.4.6 No Further Liability: Provided that all amounts due to PPTX have been paid (including any required termination fee) and both Parties have fulfilled their obligations up to the Termination Date, neither Party shall have any further liability to the other under this Agreement following termination or expiration, except for liabilities that had already accrued or for obligations that survive by the terms of this Agreement. Neither Party shall be liable to the other for damages solely by reason of exercising a lawful termination right as provided in this Agreement.

7. INSURANCE

7.1 Maintenance of Insurance. For the duration of this Agreement, PPTX shall, at its own expense, maintain during the Term such categories and amounts of insurance as are customarily carried by prudent tele-healthcare providers operating in Illinois and reasonably necessary to support its obligations under this Agreement, including (without limitation) commercial general liability, cyber liability, professional (medical-malpractice) liability, and—if PPTX has employees—statutory workers' compensation. The commercial general liability policy shall provide coverage for claims arising out of PPTX's operations and the work or services performed under this Agreement. The cyber liability insurance policy shall provide coverage for claims arising out of PPTX's performance of this Agreement, including but not limited to, third-party liability for loss or disclosure of data (electronic or non-electronic), network security failures, unauthorized access or use of data, cyber extortion, and regulatory action expenses, regulatory fines, data restoration, and business interruption. All insurance policies procured or underwritten in connection with this Agreement shall be issued by an insurer or insurers authorized and licensed to do business in the State of Illinois. PPTX will contractually obligate each Provider to maintain the insurance coverage required in this Section 7. Failure by PPTX or any of its Providers to maintain the insurance required in this Agreement, or to provide the Village with evidence of such coverage is a material breach of this Agreement.

7.2 Evidence of Coverage. PPTX, shall at the start of each year in the Initial Term and any successive Renewal Terms, provide the Village with evidence that the insurance required in this Agreement is in effect. The Village may from time to time for business purposes request, and PPTX shall provide, certificates of insurance showing that the coverages described in § 7.1 and § 7.3 are in force on the date of the request. Acceptance of PPTX's evidence of insurance shall not be construed as the Village's approval of the adequacy of coverage

7.3 Additional-Insured The Village, its officers, and employees (Village insureds) shall be covered as an additional insured on PPTX's commercial general and cyber risk liability policies with respect to liability arising out of work or operations performed by or on behalf of PPTX. on a primary and non-contributory basis. No additional-insured coverage for the Village insureds is required on PPTX's professional-liability or workers'-compensation policies.

7.4 No Expansion of Liability. The existence, type, or amount of insurance carried by PPTX shall not enlarge or modify the limitations of liability contained in Article 9.

7.5 Notice of Cancellation. PPTX will make commercially reasonable efforts to see that its insurers endeavor to give the Village at least 30 days' prior notice (ten days for non-payment of premium) of any cancellation or non-renewal of required coverage. should such insurance be canceled or materially changed without Client's express written consent.

8. Indemnification and Guarantee

8.1 Indemnification by PPTX: To the full extent permitted by Illinois law, PPTX shall indemnify, defend, and hold harmless the City and its officers, elected officials (mayor and council), agents, and employees (collectively, the "City Indemnitees") from and against any and all third-party claims, actions, liabilities, damages, judgments, or expenses (including reasonable attorneys' fees and court costs) asserted against the City Indemnitees that arise out of or result from: (i) any negligent act or omission or willful misconduct of PPTX or its officers, employees, agents, providers, or subcontractors in the performance of this agreement (including in the provision of telehealth services); (ii) any breach of this agreement by PPTX or its officers, employees, agents, providers, or subcontractors, including any breach of its representations, warranties, or covenants (for example, a violation of HIPAA or a confidentiality obligation; or (iii) any actual or alleged infringement of any patent, copyright, trademark, trade secret, or other intellectual property right caused by PPTX's provision of services or materials (such as if PPTX's telehealth platform software infringes a third party's IP). This indemnification obligation includes, but is not limited to, claims for personal injury or death (including medical malpractice claims by program participants) and property damage to the extent caused by negligence or wrongful acts of PPTX or its officers, employees, agents, providers, or subcontractors. However, PPTX's obligations under this section 8.1 shall not apply to the extent any claim or liability is caused by the negligence or willful misconduct of the City or any City Indemnitee.

8.2 Indemnification by the Village: To the full extent allowed by the constitution and laws of the State of Illinois, the City shall indemnify and hold harmless PPTX and its officers, members,

managers, employees, and agents (collectively, the "PPTX Indemnitees") from and against any third-party claims, demands, suits, or liabilities (including reasonable attorneys' fees and costs) that arise out of or result from: (i) any claim by a resident, taxpayer, or other third party challenging the legality of the Telehealth Fee billing arrangement or alleging that the City lacked authority to implement the program or charge the; (ii) any claim alleging that the City's actions or omissions in administering the billing, collection, or opt-out process violated a law r; or (iii) the City's gross negligence or willful misconduct in carrying out its obligations under this agreement. Limitations: the City's obligations under this section 8.2 are limited by and subject to Illinois law. The City does not waive any governmental or sovereign immunity by entering this agreement, and nothing herein shall be construed to require the city to indemnify beyond what is permitted by Illinois law or to expend funds not appropriated for this purpose the City's indemnification shall not apply to the extent a claim arises from PPTX's own negligence, breach, or misconduct all indemnification by the City is further conditional upon appropriation of funds and to the extent allowed by law.

8.3 Both Parties shall promptly notify each other upon receiving notice of any claim potentially covered by this Section and shall cooperate in the defense. (Nothing herein shall eliminate or reduce any other legal immunity or defense available to either Party under Illinois law.

9. Limitation of Liability

9.1 Except for the specific indemnity obligations set forth in Section 8.1 and except in the case of PPTX's willful misconduct or fraud, the Parties agree to limit their respective liability to the other under this Agreement as follows:

9.1.1 No Indirect Damages: Neither PPTX nor the Village shall be liable to the other for any consequential, indirect, special, exemplary, or punitive damages or for any loss of profits, loss of revenue, or loss of goodwill, arising out of or related to this Agreement, regardless of whether such damages were foreseeable or a Party was advised of the possibility of such damages. This limitation does not apply to amounts owed to third parties for which a Party is seeking indemnification under Section 8.

9.1.2 Exceptions: Notwithstanding the above, nothing in this Section 9 shall limit or exclude PPTX's liability for any act or omission deemed by a court of competent jurisdiction to constitute willful misconduct, fraud, or intentional violation of law. In addition, to the extent any claims are covered by insurance, the limitations of liability shall not prejudice the Village's right to recover under PPTX's insurance. Likewise, nothing in this Section limits the Village's ability to seek and obtain equitable remedies (such as injunctive relief) to the extent available at law.

9.1.3 Limitation of Village's Liability: The Village's liability to PPTX is limited by the doctrines of sovereign and governmental immunity and by Illinois law (see Section 11.12). The Village does not waive any defenses or limits on liability provided by law. In no event shall the Village be liable for consequential damages to PPTX, and any Village obligation to pay damages would be subject to statutory limitations and appropriations.

9.2 The provisions of this Section 9 shall survive the expiration or termination of this Agreement. The Parties acknowledge that this limitation of liability represents a fair allocation of risk and is a fundamental part of this Agreement.

10. Regulatory Changes

10.1 In the event that any federal, state, or local law, regulation, ordinance, executive order, or court order is enacted, issued, amended, or interpreted after the Effective Date of this Agreement (“Regulatory Change”) which materially affects the ability of either Party to perform its obligations under this Agreement, or materially increases the costs or burdens of such performance, the affected Party shall promptly notify the other Party in writing of the specific Regulatory Change and its impact on the Agreement. Regulatory Changes include: a new state law prohibiting or restricting municipalities from adding fees to utility bills for services like telehealth; a change in healthcare regulations that significantly raises PPTX’s cost of providing telehealth (such as a requirement for enhanced technology, new licensing fees, or additional personnel); or a change in tax law that imposes new taxes on the Telehealth Fees or payments. Regulatory Change shall also include the initiation of any legal proceeding against the Village asserting that any aspect of the Village’s involvement in the Telehealth Program violates, or is unauthorized by, law.

10.2 Upon such notice, the Parties shall engage in good faith negotiations to amend or adjust the Agreement as necessary to comply with the law or address the increased costs. Possible adjustments include but are not limited to: modifying the Telehealth Program structure or procedures to comply with the law; adjusting the Telehealth Fee or payment terms to offset increased costs due to the Regulatory Change; or other changes to fairly re-balance the economic and operational terms in light of the new situation.

10.3 If the Parties are unable to reach agreement within 60 days of the initial notice of the need for amendment (or sooner if the law requires compliance by an earlier deadline), then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Such termination for Regulatory Change shall be treated as a no-fault termination. PPTX shall be paid for services rendered up to the termination date from the Telehealth Fees collected to the extent permitted by the Regulatory Change.

10.4 During the period between the Regulatory Change notice and the amendment or termination (not to exceed the compliance deadline imposed by law), the Parties shall make reasonable interim adjustments to continue the service in compliance with law.

10.5 Section 10 is not intended to allow termination or price renegotiation for minor changes or normal fluctuations in business.

11. Additional Covenants and Miscellaneous Provisions

11.1 Right of First Refusal and Post-Termination Exclusivity: To the extent allowed by Illinois law, the Village grants PPTX a Right of First Refusal (Right-to-Match) for any continuation or

replacement of the Telehealth Services Program for a period of 12 months after the termination or expiration of this Agreement (the “ROFR Period”). This means that if during the ROFR Period the Village decides to initiate or consider a substantially similar telehealth subscription program with another provider (a telehealth program with an opt-out fee for telehealth services included on utility bills), the Village must first offer PPTX the opportunity to provide such services on the same or equivalent terms.

- **Procedure:** If the Village receives a bona fide proposal or intends to solicit proposals from third-party telehealth providers for a program comparable to the Telehealth Program provided under this Agreement, the Village shall notify PPTX in writing, providing the proposed key terms, including non-proprietary financial and service terms. PPTX shall have 30 days from receipt of that notice to evaluate and, if it chooses, deliver to the Village a written notice agreeing to match those terms (financial, scope, and all other terms). If PPTX elects to match the terms within the 30-day period, it will in good faith, negotiate a new agreement with PPTX on those matching terms (with appropriate modifications to reflect any differences in context, as long as they are not less favorable to the Village than the third party’s terms). The Village and PPTX shall endeavor to execute a new contract or amendment formalizing the continued relationship. The Village shall have sole and exclusive discretion to determine whether PPTX’s offer is comparable in all material respects to the terms and benefits proposed by any new third-party provider. This determination shall be final and binding, and may take into account, without limitation, cost, scope of services, quality of care, network access and administrative efficiency.
- **Decline or No Response:** If PPTX notifies the Village that it does not wish to match the terms, or if PPTX fails to respond within the 30-day period, then the Village may proceed to contract with the third-party.

Exceptions: This Section 11.1 shall not apply if this Agreement is terminated for convenience in the Initial Term under Section 6.1.2 or for cause under Section 6.2. In that circumstance, PPTX has no right of first refusal and the Village is not obligated to offer PPTX a right to match. This Section survives termination of the Agreement for the 12-month ROFR Period.

11.2 Audit of Records: PPTX shall maintain complete and accurate books, records, and documents relevant to its performance under this Agreement (including records of service delivery and financial records relating to the Telehealth Fees and costs) in accordance with generally accepted accounting principles and applicable law. The Village (or its authorized representative, such as an auditor or accountant) may request access to and the right to examine these relevant records if the Village has a reasonable good-faith belief that it needs to verify PPTX’s performance or billing under this Agreement. .

11.2.1 If the Village believes cause exists, it shall provide written notice to PPTX outlining the area of inquiry and requesting an audit or inspection of pertinent records. Any such audit shall: (a) be conducted upon at least ten days’ prior notice; (b) occur during PPTX’s normal business hours; and (c) be conducted in a manner that does not unreasonably interfere with PPTX’s

business or operations. The scope of the audit will be limited to records that are material to the Village's stated cause for the audit. Telehealth Fee

11.2.2 PPTX shall reasonably cooperate with any such audit request, providing the Village or its auditor with access to the pertinent records and appropriate staff to explain the records as needed. However, PPTX is not required to expose proprietary or highly confidential information not relevant to the audit, such as trade secrets, source code of software, or information about PPTX's other clients. The Village will have no access to patient medical records (except de-identified aggregate data) to protect patient privacy, and the Village cannot demand access to PPTX's systems except for pulling relevant data reports. If the audit requires PPTX to compile data in a certain format, PPTX will do so if reasonable, or the Parties will mutually agree on a method to extract the needed information.

11.2.3 Each Party shall bear its own costs of any audit. If an audit reveals an overpayment by the Village (for instance, an error in which the Village paid for non-participating households), PPTX shall refund the overpaid amount or credit it against future invoices. If an audit reveals an underpayment (e.g., some collected Telehealth Fees were inadvertently not reported), the Village shall include that in the next payment. If an audit uncovers a material breach by PPTX, the Village may exercise its remedies as provided in this Agreement. All information obtained in an audit shall be kept confidential by the Village to the extent allowed by law and used solely for purposes of contract oversight.

11.3 Confidentiality and Public Information: The Parties anticipate that in the course of performance, each may disclose to the other information that is sensitive or proprietary. **PPTX Confidential Information** may include, for example, trade secrets, technical information about PPTX's telehealth platform, business plans, provider lists, training materials, or pricing structure beyond this contract. **Village Confidential Information** may include non-public personal data of residents (if any is shared) or internal Village plans or reports. Each Party agrees to treat information marked or otherwise clearly identified as confidential (or that should reasonably be understood as confidential by its nature) as confidential, and to not disclose it to any third party except as necessary for performing this Agreement or as required by law. Each Party will use the same degree of care to protect the other's confidential information as it uses to protect its own confidential information of similar importance, but at a minimum shall use reasonable care. Notwithstanding anything to the contrary, the Village's obligations under this Section are subject to the Illinois Freedom of Information Act (5 ILCS 140).

11.3.1 The Parties acknowledge that the Village, as a governmental entity, is subject to Illinois , which may require disclosure of certain documents or records upon request by the public. If a request is made for information that involves PPTX's confidential or proprietary information, the Village will promptly notify PPTX (to the extent allowed by law) and give PPTX an opportunity to assert exceptions to disclosure with the Illinois Attorney General's Office as provided under the law. PPTX must act promptly to provide legal justification for withholding the information. The Village will reasonably cooperate with PPTX, at PPTX's expense, in seeking to protect such information, but the Village will make the final decision on disclosure as required by law and any

Attorney General opinions. Any information that is purely medical records of patients will be withheld under TPIA exceptions for medical privacy and under HIPAA, as applicable.

11.3.2 In addition, the Parties agree to comply with all applicable privacy laws. PPTX, as a healthcare provider, is a covered entity or a business associate under HIPAA. The Village might be considered a sponsor or facilitator of the Telehealth Program and may be a Business Associate if it comes into contact with PHI. To address this, the Parties have included **Exhibit B, a Business Associate Agreement (BAA) or placeholder for a BAA**, which shall govern the use and protection of Protected Health Information. In case of any conflict between the BAA and this section regarding PHI, the BAA provisions shall control.

11.4 The confidentiality obligations in this Section 11.2 shall survive the termination of the Agreement for a period of at least three years, or indefinitely in the case of trade secrets for as long as they remain trade secrets under applicable law. Information that was previously known to a Party without obligation of confidentiality, independently developed, lawfully obtained from a third party, or that becomes public through no breach of this Agreement is not considered confidential. Furthermore, either Party may disclose the terms of this Agreement as needed to enforce its rights or as required by law or legal process (e.g., court order), but if so required, shall seek protective orders or confidential treatment to the extent available.

11.4 Independent Contractor: PPTX's relationship to the Village in the performance of this Agreement is that of an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between PPTX and the Village. Neither Party has the authority to bind the other to any contract or agreement or to incur any obligation or liability on behalf of the other Party, except as expressly provided in this Agreement. PPTX shall be solely responsible for the acts and omissions of its physicians, employees, contractors, and agents. All persons furnished by PPTX to perform work under this Agreement (including the telehealth doctors and staff) are employees or subcontractors of PPTX, and not of the Village. PPTX is responsible for all compensation, benefits, and taxes (including withholding, social security, workers' compensation, and unemployment insurance) for its employees and subcontractors. PPTX shall ensure that all personnel performing services are properly trained and supervised. The manner and means of performing under this Agreement are under the control of PPTX, subject to the terms and standards herein. Should any regulatory body or court deem any personnel of PPTX to be an agent or employee of the Village, PPTX shall indemnify and hold harmless the Village from and against any claims, liabilities, or expenses incurred by the Village as a result of any employment relationship (this is in addition to other indemnities).

11.5 Assignment and Subcontracting: Neither Party may assign or transfer this Agreement (or any of its rights or obligations hereunder) to any third party without the prior written consent of the other Party, except as provided in this Section. Where consent is required, such consent shall not be unreasonably withheld, conditioned, or delayed and attempted assignment without such consent shall be null and void.

11.5.1 PPTX may assign this Agreement, upon written notice to the Village, in the event of a merger, acquisition, or sale of substantially all of PPTX's assets or membership interests to

another entity, provided that the successor entity is capable of performing PPTX's obligations and agrees in writing to be bound by the terms of this Agreement. PPTX may freely engage subcontractors or independent contractors (such as a physician network or telehealth platform provider) to assist in delivering the services, provided that PPTX remains fully responsible for the performance of this Agreement and the compliance of any subcontractor with all applicable terms of the Agreement, including but not limited to insurance and confidentiality obligation. PPTX shall notify the Village of any major subcontractor performing key portions of the services. The Village may require such subcontractors to sign a joinder agreeing to relevant contract provisions.

11.5.2 The Village may assign its rights and obligations hereunder to a successor governmental entity in the event of a reorganization or consolidation of the Village or its utility services, or to another agency or public instrumentality that takes over the Telehealth Program, upon notice to PPTX. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns. There are no third-party beneficiaries to this Agreement, except as expressly provided.

11.6 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in a state court of competent jurisdiction located in McHenry County, Illinois (or, if federal jurisdiction is applicable, the United States District Court for the Northern District of Illinois, Western Division). Each Party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on forum non conveniens or any claim that such forum is improper. The Parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this Agreement.

11.7 Notices: All notices, demands, invoices, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) on the date delivered by a reputable overnight courier service (e.g., FedEx, UPS) with tracking to the intended recipient's address; or (c) on the third Business Day after (a "Business Day" is any day that is not a Saturday, Sunday or day on which banks in Illinois are closed for business) being sent by United States certified mail, return receipt requested, postage prepaid. Notices shall be sent to the following addresses (or such other address as a Party may designate by written notice to the other):

- **If to the Village:**

Village of Algonquin
Attn: Village Manager's Office
2200 Harnish Dr.
Algonquin, IL 60102

With a copy to: Village Attorney's Office:
Zukowski, Rogers, Flood & McArdle
Attn: Kelly Cahill
50 N Virginia St

Crystal Lake, IL 60014

- **If to PPTX:**

[Name or Title]

Pathways Physicians Texas, PLLC

[Street Address]

Dallas, TX [ZIP]

Email: [optional, for courtesy copies or routine communications]

Either Party may change its notice address by giving notice of the new address in the manner set forth above. Routine operational communications (e.g., day-to-day emails, reports) may be sent via email or other means, but any formal notice of breach, termination, or legal dispute must be delivered in one of the manners described in this Section 11.7 to be effective.

11.8 Entire Agreement: This Agreement, including all Exhibits attached hereto and any documents incorporated by reference, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, whether written or oral, relating to the same subject. The Parties acknowledge that they have not relied on any statement, promise, or representation not expressly contained in this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both the Village and PPTX. No verbal modifications will be recognized. In the event of any conflict between the terms of the main body of this Agreement and any exhibit or attachment, the main body of this Agreement shall prevail unless the exhibit expressly states an intent to override the main body on a specific issue.

11.9 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, to the extent permitted by law, that provision shall be deemed modified to the minimum extent necessary to make it enforceable or, if modification is not possible, it shall be severed from this Agreement. In that event, the remaining provisions of this Agreement shall continue in full force and effect. The Parties will endeavor in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the original intent of the invalid provision.

11.10 Waiver: The failure of either Party to enforce any right or remedy provided by this Agreement or by law, or to insist upon strict performance of any term or condition of this Agreement, shall not constitute a waiver of that term, condition, right, or remedy. No waiver shall be effective unless it is in writing and signed by the Party granting the waiver. One waiver shall not be interpreted as a continuing or future waiver of the same or a different provision. Any single

or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.

11.11 No Third-Party Beneficiaries: This Agreement is for the exclusive benefit of the Village and PPTX, and not for the benefit of any third party (including, but not limited to, any resident or Household, or any subcontractor of PPTX, or any employee of the Village). No third party shall have any rights under this Agreement, except as expressly provided. Residents participating in Telehealth Services are not third-party beneficiaries with direct rights to enforce this Agreement; any issues or claims they have against PPTX are outside the scope of this Agreement and shall be handled between the patient and provider under applicable law. The Parties may amend or terminate this Agreement without the consent of any third party.

11.12 Governmental Immunity: Nothing in this Agreement shall be deemed a waiver of the Village's governmental immunity or sovereign immunity or any legal limitations on the Village's liability. This Agreement shall not be construed to create any claim or cause of action against the Village that is not recognized under Illinois law. All privileges and immunities from liability, defenses, or laws limiting the Village's liability are fully retained by the Village.

11.13 Counterparts and Electronic Signatures: This Agreement may be executed in multiple **counterparts**, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by facsimile, email (as a scanned PDF), or other electronic means shall be as valid and binding as an original, and either Party may use such a copy as evidence of the execution and delivery of this Agreement. The Parties further consent to the use of electronic signatures, as governed by the Illinois law, to the extent that each Party's laws and policies allow. If requested, the Parties will exchange original signed copies of the Agreement as well.

11.14 Force Majeure

11.14.1 Definition. "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected Party that, despite the exercise of commercially reasonable diligence, prevents or materially delays that Party's performance of its obligations under this Agreement. Force Majeure Events include, without limitation, tornadoes, hurricanes, floods, fires and other natural disasters; epidemics, pandemics or public-health emergencies; war, terrorism or civil unrest; acts of governmental authority (including mandatory shutdowns or embargoes); widespread power-grid, telecommunications or Internet failure; labor strikes not directed solely at the affected Party; and externally caused cyber-attacks or ransomware incidents that render systems inoperable.

11.14.2 Notice and Suspension. The Party whose performance is affected shall give the other Party written notice as soon as practicable, and in any event within five days, after becoming aware of the Force Majeure Event. Upon such notice the affected obligations are suspended for the duration of the Force Majeure Event, and any deadlines are extended for a period equal to the time lost because of the event.

11.14.3 Mitigation. Each Party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume full performance as soon as feasible.

11.14.4 Extended Force Majeure — Right to Terminate. If a Force Majeure Event continues for 45 consecutive days and still materially prevents either Party's performance, either Party may terminate this Agreement without further liability—except for payment of Telehealth Fees for Telehealth Services actually rendered and for amounts that accrued before the Force Majeure Event—by providing ten days' written notice to the other Party.

11.14.5 Exclusions. To the extent permitted by law, a Force Majeure Event does **not** excuse (1) the Village's obligation to remit Telehealth Fees already collected for services performed before the event, provided that the Village can still perform such obligation without material impairment or (2) either Party's confidentiality, data-security or indemnification obligations that can still be performed without material impairment.

11.14.6 Relationship to Other Remedies. Termination under this Section 11.14 is a **no-fault termination**. Neither Party will otherwise be liable for damages arising solely from its inability to perform during the Force Majeure Event.

11.15 Dispute-Resolution

11.15.1 Step 1 – Notice of Dispute. A Party asserting that a dispute, claim or controversy ("**Dispute**") has arisen under this Agreement shall deliver written notice to the other Party describing the nature of the Dispute in reasonable detail.

11.15.2 Step 2 – Project-Level Conference (10 days). Within ten days after the notice is received, each Party's designated representative shall meet by phone or in person and attempt in good faith to resolve the Dispute.

11.15.3 Step 3 – Senior-Executive Meeting (30 days). If the Dispute is not resolved at the project level, either Party may escalate it by written notice to a senior executive with authority to settle the matter. Within 15 days after such escalation notice, the executives shall confer (in person or by video conference) and endeavor to reach a mutually acceptable resolution. This executive-level negotiation period shall continue for 30 days unless the executives agree to extend it.

11.15.4 Step 4 – Non-binding Mediation (McHenry County). If the Dispute remains unresolved 30 days after executive escalation, the Parties shall submit the matter to non-binding mediation administered by the American Arbitration Association (AAA) or another mediator mutually agreed upon, to be held in McHenry, Illinois. Each Party shall bear its own costs and share the mediator's fee equally. The mediation shall be completed within 45 days after a demand for mediation is filed, unless the Parties agree in writing otherwise.

11.15.5 Binding Arbitration. If after the completion of Steps 1 through 4 of this Section, the Parties' dispute remains unresolved after completion of those procedures, the Parties agree that any claim exceeding \$50,000 shall be resolved through binding arbitration under the Commercial

Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Chicago, Illinois, before a single arbitrator experienced in municipal contracts and healthcare services. The arbitrator's decision shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction. Each Party shall bear its own costs and attorneys' fees, and the Parties shall share equally the arbitrator's fees and administrative costs of arbitration.

11.15.6 Carve-Outs. Nothing in this section prevents either Party from seeking (i) a temporary restraining order, preliminary injunction or other provisional relief to protect confidentiality, intellectual-property rights or data security pending completion of the dispute-resolution steps.

11.15.7 Effect on Limitations Periods. All applicable statutes of limitation shall be tolled from the date a Dispute notice is delivered under subsection (a) until the earlier of (i) completion of the mediation described in subsection (d) or (ii) written agreement of the Parties that the Dispute has been resolved.

11.15.8 Survival. This § 11.15 survives any termination or expiration of the Agreement and applies to any Dispute arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

Village of Algonquin, Illinois

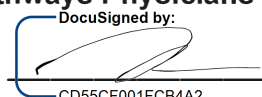
By:  _____

Name: Debby Sosine

Title: Village President

Date: September 2, 2025

Pathways Physicians Texas, PLLC

By:  _____
DocuSigned by:
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Name:

Title:

Date: 9/3/2025

Exhibit A – Service Level Agreement (SLA) & Key Performance Indicators

Overview: This Exhibit outlines the performance standards and metrics PPTX agrees to meet in providing Telehealth Services, as well as reporting and monitoring mechanisms. These metrics are intended to ensure a high-quality experience for Participating Households and accountability for service delivery. PPTX's performance will be reviewed against these standards regularly by the Village.

1. Service Availability & Responsiveness

- **Availability:** Telehealth Services shall be available to Participating Households 7 A.M. to 10 P.M. CST, 7 days a week, 365 days a year (except in the case of force majeure events as defined in the Agreement or scheduled maintenance as noted below). Residents must be able to request a consultation at any time.
- **Measurement & Reporting:** PPTX will track each request and response time in its system. The Monthly Reports to the Village will include the total number of service requests and response times. It will also highlight any outliers (e.g., calls that waited longer than 15 min.) and provide explanations if available (e.g., unusually high call volume hour, technical issue encountered).
- **Escalation Procedure:** If a resident's request is not responded to within 15 minutes, PPTX will have an internal escalation procedure to ensure the request is addressed promptly. If a doctor has not picked up the case within 15 minutes, the system shall alert a supervisor or send the request to an on-call backup provider. PPTX will keep records of any escalations and their resolution times.
- **Downtime:** PPTX will use commercially reasonable efforts to maintain continuous service availability. Any scheduled maintenance that would make services unavailable (or significantly impaired) for more than 15 minutes shall be communicated to the Village at least 48 hours in advance and, whenever possible, scheduled during very low usage periods (e.g., 3:00 AM on a Sunday). Unscheduled outages or system failures shall be reported to the Village within 24 hours with an explanation of cause and corrective action. PPTX's Monthly Report will note any downtime incidents and their duration.

2. Quality of Service & Clinical Effectiveness

- **Licensure and Credentials:** 100% of providers delivering services must be properly licensed in Illinois and in good standing. PPTX will verify credentials upon onboarding any provider and regularly check for any disciplinary actions. Upon request, PPTX will confirm to the Village that all providers meet this requirement (without disclosing personal data, just a certification of compliance).

- **Clinical Protocols:** PPTX will adhere to evidence-based clinical guidelines for telehealth where applicable. While it's hard to measure clinical accuracy in an SLA, PPTX agrees to conduct periodic peer reviews of a sample of telehealth consultations for quality assurance. If the Village requests general results of such QA reviews, PPTX can share aggregated findings (e.g., "10 charts were reviewed this quarter with no significant deviations found").
- **Patient Satisfaction:** PPTX will strive to achieve high patient (resident) satisfaction with the telehealth service. PPTX will provide a mechanism (such as a follow-up text or email survey) for residents to rate their experience or provide feedback after consultations. **Target:** Achieve an average satisfaction rating of at least 4 out of 5 (or equivalent positive metric) and address any serious complaints. PPTX will summarize patient feedback in the Annual Report, including any trends or improvements made in response to feedback. (The Village and PPTX may mutually agree on specific survey questions and process.)
- **Follow-Up and Continuity:** If a resident requires follow-up, PPTX will provide clear instructions or schedule a follow-up telehealth check-in as appropriate. The goal is to ensure residents feel their issue was addressed or properly handed off. While difficult to metricize, PPTX will include any notable follow-up efforts in its reports (e.g., "5 patients were advised to get lab tests and we followed up with them two days later to discuss results").

3. Reporting & Accountability

- **Quarterly Performance Reports:** As noted, PPTX will deliver a quarterly report including at least: number of consultations, response time metrics (average, 95th percentile, % within 10 min), participation numbers (if known to PPTX), any downtime incidents, summary of resident feedback or complaints and resolutions, and any other Village-requested metrics (if feasible).
- **Annual Review Meeting:** At least once per year (for example, around the Telehealth Program anniversary or in coordination with an annual report), PPTX and Village representatives shall have the opportunity to meet (in person or via conference) to review the Telehealth Program's performance, discuss any issues, and plan for any improvements or changes for the next year. This will include reviewing whether the SLA targets are being met and if any adjustments to resources are needed.
- **Continuous Improvement:** If the Village's utilization is lower or higher than expected, or if residents express certain needs (e.g., many asking for a certain type of service), PPTX will make adjustments to better serve the community. Likewise, if response times or satisfaction fall short, PPTX will undertake corrective actions (such as adding more on-call providers during peak times or enhancing patient education materials).
- **Billing Accuracy:** PPTX shall invoice only for Participating Households as reported by the Village. Any discrepancies found (billing for someone who opted out, etc.) will be

corrected in the next cycle. The Village will similarly ensure its reports to PPTX are accurate to avoid under/over payments.

(End of Exhibit A)

Exhibit B – Business Associate Agreement (HIPAA Terms)

[Note: This Exhibit will be a formal Business Associate Agreement (“BAA”) between the Village (if the Village is a covered entity or acting on behalf of one) and PPTX, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state privacy laws. The full text of the BAA is not included here, but its key provisions will include:

- **Permitted Uses and Disclosures:** Defining how PPTX (as a Business Associate) may use or disclose Protected Health Information (PHI) received from or on behalf of the Village (the Covered Entity) – generally limited to performing the Telehealth Services and as otherwise required by law.
- **Safeguards:** PPTX must implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of PHI, including compliance with the HIPAA Security Rule for electronic PHI
- **Breach Notification:** PPTX must report to the Village any use or disclosure of PHI not provided for by the Agreement (including any “Breach” of Unsecured PHI as defined by HIPAA) without unreasonable delay and in no case later than a specified number of days upon discovery. Such notification will include information about the breach as required by 45 C.F.R. 164.410.
- **Subcontractors:** PPTX must ensure that any subcontractors that create, receive, or transmit PHI on behalf of PPTX agree in writing to the same restrictions and conditions that apply to PPTX under the BAA.
- **Access and Amendment:** To the extent PPTX has PHI in a Designated Record Set, it will provide access to PHI to the Village or the individual, and incorporate amendments to PHI, as required by 45 C.F.R. §§ 164.524 and 164.526. (In the Telehealth Program context, PPTX might maintain its own medical records, so it will handle patient rights directly as a provider; the BAA ensures coordination if needed.)
- **Accounting of Disclosures:** PPTX will document disclosures of PHI and provide an accounting to the Village or the individual upon request, as required by 45 C.F.R. §164.528 (for example, disclosures for public health or law enforcement, but typically telehealth will have minimal such disclosures).
- **Right to Audit and Inspection:** The Village (or Covered Entity) can terminate the BAA if PPTX violates a material term. Also, PPTX agrees to make its internal practices and records relating to PHI available to the U.S. Department of Health and Human Services (HHS) for compliance checks.

- **Return/Destruction of PHI:** Upon termination of the BAA, PPTX will return or destroy all PHI received from the Village, if feasible, or extend protections if destruction is infeasible. (Note: PPTX as a provider may have independent obligations to maintain patient records, so this will be addressed accordingly – likely PHI will be retained by PPTX under continued protections rather than returned to the Village).
- **Miscellaneous:** Definitions aligning with HIPAA (Privacy Rule, Security Rule, Breach, Unsecured PHI, etc.), no third-party beneficiaries (other than HHS rights), and that in case of any conflict between the BAA and the main Agreement, the BAA governs with respect to PHI privacy/security.

The Parties will execute a separate BAA document incorporating these terms. Once executed, that BAA will be attached hereto as Exhibit B and is hereby incorporated by reference. Until then, this placeholder summary indicates the Parties' commitment to enter a BAA as required by law.]

(End of Exhibit B placeholder)

Exhibit C – Form of Utility Bill Addendum (Resident Notice)

(The following is a sample of the notice that will be provided to The Village of Algonquin utility customers regarding the Telehealth Program. This text may be adapted for format, but the core information will be conveyed.)

The Village of Algonquin – New Telehealth Services Program

Access a Medical Provider – For \$6 a Month!

The Village of Algonquin is making available to its residents a **Telehealth Services Program** offered by Pathways Physicians Texas (PPTX). This optional program gives your household **access to medical professionals by phone or video** for common health concerns.

How the Telehealth Program Works:

Beginning [Launch Date], a \$6.00 charge will appear on your monthly Village utility bill labeled “Telehealth Services Program.” This covers **unlimited** telehealth consultations with board-certified doctors through our partner, PPTX. You can call, text, or video chat with a doctor **within the Service Window**. Telehealth Services shall be available to Participating Households 7 A.M. to 10 P.M. CST, 7 days a week, 365 days a year.

There are **no copays or per-call charges, and there is no insurance required**. Doctors can provide medical advice, diagnose many common conditions, and even prescribe medications if needed (sent to your local pharmacy).

What’s Included:

- **Unlimited Telehealth Visits:** Connect with a doctor via phone or video as often as you need within the Telehealth Service Window for everyday illnesses like flu, sinus infections, rashes, upset stomach, and more.
- **No Additional Fees:** You pay only the monthly Telehealth Fee. There is no charge at the time of service. Talk to the doctor as long as needed – one flat rate covers it all.
- **Household Coverage:** The Telehealth Program covers everyone in your household (all family members living at your address up to 10 individuals). One fee per household, not per person.
- **Business/Commercial Coverage:** The Telehealth Program covers the account owner and up to ten individuals identified by the account holder residing or working at the address

receiving the utility service. One fee per business/commercial account, not per person.

Opt-Out Option:

Participation is **voluntary**. If you **do not wish to participate**, you may opt out at any time. To opt out, do one of the following:

- Call the Village at **[Village Utility Department Phone Number]** and say you want to opt out of the Telehealth Program.
- Visit **[Village's Telehealth Program Webpage URL]** and submit the opt-out form online.
- Or visit the Algonquin Utility Customer Service office in person.

If you opt out, the Telehealth Fee will be removed from your bill and your household (or eligible participants associated with business/commercial accounts) will **not** have access to Telehealth Services. There is no penalty to opt out. If you opt out before [Launch Date] (or within the first 30 days of being charged), you will not be billed (or you will receive a full credit if already billed). **Important:** If you do not pay the \$6.00 on your bill, PPTX will treat that as choosing to opt out and you will not have access to the Telehealth Services, and the Village will not include the Telehealth Fee on your utility bill. It's best to contact the Village directly to opt out to avoid any confusion.

If you opt out now but change your mind later, you can opt back in during an open re-enrollment period (to be announced) or by contacting the Village to re-subscribe; the fee would then resume on your utility bill.

PPTX's Statement on Privacy and How to Use the Service:

Using the Telehealth Service is easy and private. Here's what PPTX recommends when you need to speak with a doctor:

1. **Text [Telehealth Text Number]** – Identify yourself as an Algonquin resident in the Telehealth Program and provide your address or enrollment info for verification. (Your information is confidential and only used to verify you're enrolled.)
2. **Consult with a Doctor:** A licensed Illinois physician will promptly speak with you by phone or video. They will ask about your symptoms, medical history, and provide guidance. Everything you discuss is **protected by doctor-patient confidentiality and HIPAA** – the Village does **not** receive details of your medical consult.
3. **Get Treatment:** If it's something that can be handled via telehealth, the doctor will advise a treatment plan. If a prescription is needed, they can send it to your chosen pharmacy. If the issue is more serious and cannot be resolved remotely, the doctor will direct you to in-

person care (such as an urgent care or ER) and can provide a summary of the concern for you to share with that provider.

4. **Follow-Up:** If you have questions after your consult or if symptoms change, you can call back – remember, unlimited access. You may even get a follow-up message from the telehealth team to check on you.

For more information, visit [PTXX's Webpage URL for the Village Telehealth Program].

The Village does NOT have access to your personal health information. The only information the Village receives is aggregated usage statistics (e.g., how many calls this month) to evaluate Telehealth Program success. Individual medical details are strictly between you, the doctors, and PPTX, protected under HIPAA. If you have a medical emergency, do **not** wait for a telehealth call—dial 9-1-1 immediately.

Questions?

- For questions about Telehealth Services or what it can be used for, call **[PPTX Customer Support Number]** or visit **[PPTX Telehealth Program FAQ link]**. They can explain how it works in detail.
- For questions about the billing or opt-out process, contact the Village's Utility Customer Service at **[Utility Dept Number]** or email **[Utility Dept Email]**.
- To learn more, visit **[Village's webpage for Telehealth Program]**, which includes FAQs and, opt-out instructions.

(End of Exhibit C notice)

Exhibit D – Village Preliminary Marketing Plan

To support and grow the Telehealth Program, the Village agrees to undertake the following outreach and marketing efforts (at its own expense) in collaboration with PPTX:

1. **Quarterly Mailers / Bill Inserts:** At least once each quarter, the Village will include a dedicated notice or informational flyer about the Telehealth Program in its utility billing mail-outs (or send a standalone mailer). These will highlight the Telehealth Program's benefits, remind residents of the service availability, and provide instructions on how to access care or opt out. Content for these mailers will be prepared jointly by the Village and PPTX (with PPTX providing any necessary artwork or success stories), and the Village will ensure they are mailed to all residential households.
2. **Social Media Promotion:** The Village will promote the Telehealth Program on its official social media accounts. At minimum, two posts per quarter will be made on platforms such as Facebook (or other platforms the Village commonly uses) to raise awareness of the service.
3. **Utility Account Holder Notice:** The Village will include information about the Telehealth Program in materials provided new utility account holders. The information will explain that the Village is working with PPTX to offer the Telehealth Program and the monthly Telehealth Fee (with opt-out rights) and will provide PPTX's recommendations on how to use the Telehealth Service.
4. **Community Information:** The Village will permit distribution of Telehealth Program literature at Village facilities in brochure racks or bulletin boards, subject to any standard Village guidelines.
5. **Village Website and Media Releases:** The Village will maintain an up-to-date page on its official website dedicated to the Telehealth Program, which will include Telehealth Program details, FAQs, and links or phone numbers for access and opt-out. The Village's communications department will also support the Telehealth Program with periodic media outreach: for example, issuing a press release or news blurb at Telehealth Program launch and on notable milestones in service or major enhancements to the Telehealth Program. The Village may feature the Telehealth Program in its newsletters or e-news (if such communications exist) at least annually to remind residents of this available benefit. The Village's Public Information Office will coordinate with PPTX on any press announcements to ensure accuracy and appropriate messaging.
6. **Funding of Part Time Utility Staff:** PPTX will assist in the funding of a part-time employee to work inside of the Village utility billing office for the first three months of the Telehealth Program launch.

The Village will assist PPTX in making residents are aware of the Telehealth Program. The Village and PPTX will communicate regularly (for instance, via quarterly check-ins) to plan upcoming outreach efforts and share feedback on past initiatives. All marketing materials will adhere to Village branding guidelines and be approved by the Village prior to distribution, and PPTX will promptly provide any information or logos required by the Village to fulfill these commitments.

Notwithstanding anything to the contrary in this Agreement, the Village retains sole and exclusive discretion to determine and approve the Village's specific marketing commitments, including without limitation, as to cost and administrative efficiency.

(End of Exhibit D)