

EXECUTION VERSION

EMPLOYEE LEASE AGREEMENT (UNITY)

This Employee Lease Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2016, ("Effective Date") by and between SPWI TPA, Inc. ("Quartz") and Unity Health Plans Insurance Corporation ("Unity").

RECITALS

- A. Quartz wishes, pursuant to the terms and conditions contained in this Agreement, to lease all of the employees employed by Unity from Unity, whom Quartz shall then utilize to provide services to Unity under the Management Agreement between Unity and Quartz, dated the date hereof (the "Unity Management Agreement") and the Management Agreement between Gundersen Health Plan, Inc., a Wisconsin nonstock corporation ("GHP") and Quartz, dated the date hereof (the "GHP Management Agreement", and together with the Unity Management Agreement, the "Management Agreement").
- B. Pursuant to the terms and conditions outlined in this Agreement, Unity is willing to lease all such employees to Quartz.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter set forth, it is hereby agreed as follows:

AGREEMENT

- 1. Lease. Unity hereby leases all of its employees to Quartz. All employees leased from Unity to Quartz under this Agreement are referred to as "Leased Employees." Quartz shall utilize the Leased Employees to provide services to Unity and GHP under the Management Agreement.
- 2. Direction and Control of Leased Employees. Quartz shall direct and control the day-to-day activities of all Leased Employees, including but not limited to assigning work and supervising them. Quartz also has the right to discipline and promote Leased Employees, and to hire and terminate Leased Employees for and on behalf of Unity. In the event that Quartz hires or terminates a Leased Employee, such employee shall be hired by or terminated from Unity. Quartz shall not assign Leased Employees to any activities nor subject them to working conditions which violate or in violation of any local, state or federal law, ordinance, statute, regulation or Executive Order, including but not limited to workplace safety or discrimination laws.
- 3. Office Space and Equipment. Unity hereby leases to Quartz the office space owned, leased, or subleased, as applicable, by Unity and all furniture, equipment, computers, telephones, or other information systems that is/are owned or leased by Unity and, immediately prior to the Effective Date, was/were being utilized by Unity's employees who shall, on the Effective Date, become Leased Employees, for Quartz to perform the services under the Management Agreement. Unity shall also be responsible for purchasing or replacing any such furniture, equipment, computers, telephones, and other

information systems that exist as of the Effective Date of this Agreement but that become obsolete or need to be replaced during the term of this Agreement.

4. Unity's Payment of Leased Employees and Provision of Benefits. Unity shall pay all wages, salaries and/or bonuses to the Leased Employees, for their work during the Term of this Agreement, as well as all taxes on such amounts. Unity shall also provide the Leased Employees with insurance and fringe benefits, which shall be substantially similar to the benefits that Unity provided to such employees immediately prior to the Effective Date. Unity shall provide worker's compensation insurance for Leased Employees.
5. Payment. Quartz shall pay Unity the following amounts to lease the Leased Employees and the above-described furniture, equipment, computers, telephones, and other information systems from Unity, on a monthly basis:
 - (a) The wages, salaries, and bonuses Unity paid to all Leased Employees in the previous month;
 - (b) The cost of any and all benefits paid by Unity for the Leased Employees;
 - (c) The cost of any worker's compensation insurance premiums paid by Unity related to the Leased Employees;
 - (d) The taxes paid by Unity related to all payments made by Unity to the Leased Employees; and
 - (e) Any other amounts paid by Unity related to employment of the Leased Employees.
6. Compliance. Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.
7. Indemnification. Except as otherwise provided herein, each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. Additionally, each party shall indemnify and hold harmless the other for the party's own acts or omissions.
8. Term. This Agreement shall continue in effect from the Effective Date until December 31, 2016.
9. Notices. All notices required or permitted under this Agreement shall be made in writing and delivered (a) personally or (b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by a recognized courier service. Notice to a party shall be addressed to the address(es) listed in this Section or at such other address(es) that a party may designate by like notice from time to time. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt if by certified mail or courier service.

If to Quartz:

SPWI TPA, Inc.
Attention: President
840 Carolina Street
Sauk City, WI 53583

If to Unity:

Unity Health Plans Insurance Corporation
Attention: President
840 Carolina Street
Sauk City, WI 53583

10. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Wisconsin to apply.
11. Venue and Personal Jurisdiction. The parties hereby consent to venue and personal jurisdiction in the Dane County Circuit Court. If the Dane County Circuit Court cannot adjudicate an action because it lacks subject matter jurisdiction, the parties alternatively consent to venue and personal jurisdiction in the federal district court for the Western District of Wisconsin.
12. No Assignment. Neither party may assign this Agreement without the prior written consent of the other.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. Entire Agreement. This Agreement, including any exhibits, attachments, or addenda which are incorporated by reference herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the parties.
15. Amendment. No amendment to this Agreement shall be effective unless in writing and signed by both parties.

16. Consent to Amendment. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations. If a party refuses to enter into such an amendment, the other party may immediately terminate this Agreement upon providing written notice of termination.
17. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision. All of the rights and remedies provided herein are cumulative and additional to any rights or remedies the parties may have at law.
18. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and to their permitted successors and assigns.
20. Section Headings. Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

SPWI TPA, Inc.

Unity Health Plans Insurance Corporation

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

EXECUTION VERSION

EMPLOYEE LEASE AGREEMENT (GLAS)

This Employee Lease Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2016, ("Effective Date") by and between SPWI TPA, Inc. ("Quartz") and Gundersen Lutheran Administrative Services, Inc., a Wisconsin nonstock corporation ("GLAS").

RECITALS

- A. Quartz wishes, pursuant to the terms and conditions contained in this Agreement, to lease certain employees employed by GLAS from GLAS, whom Quartz shall then utilize to provide services to Gundersen Health Plan, Inc., a Wisconsin nonstock corporation ("GHP") under the Management Agreement between GLAS and Quartz, dated the date hereof (the "GHP Management Agreement") and the Management Agreement between Unity Health Plans Insurance Corporation, a Wisconsin stock insurance corporation ("Unity") dated the date hereof (the "Unity Management Agreement", and together with the GHP Management Agreement, the "Management Agreement").
- B. Pursuant to the terms and conditions outlined in this Agreement, GLAS is willing to lease all such employees to Quartz.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter set forth, it is hereby agreed as follows:

AGREEMENT

1. Lease. GLAS hereby leases to Quartz those GLAS employees who on the Effective Date hereof provided services to or for the benefit of GHP. All employees leased from GLAS to Quartz under this Agreement are referred to as "Leased Employees." Quartz shall utilize the Leased Employees to provide services under the Management Agreement.
2. Direction and Control of Leased Employees. Quartz shall direct and control the day-to-day activities of all Leased Employees, including but not limited to assigning work and supervising them. Quartz also has the right to discipline and promote Leased Employees, and to hire and terminate Leased Employees for and on behalf of GLAS. In the event that Quartz hires or terminates a Leased Employee, such employee shall be hired by or terminated from GLAS. Quartz shall not assign Leased Employees to any activities nor subject them to working conditions which violate or in violation of any local, state or federal law, ordinance, statute, regulation or Executive Order, including but not limited to workplace safety or discrimination laws.
3. Office Space and Equipment. GLAS hereby leases to Quartz the office space owned, leased, or subleased, as applicable, by GLAS and all furniture, equipment, computers, telephones, or other information systems that is/are owned or leased by GLAS and, immediately prior to the Effective Date, was/were being utilized by GLAS's employees who shall, on the Effective Date, become Leased Employees, for Quartz to perform the services under the Management Agreement. GLAS shall also be responsible for purchasing or replacing any such furniture, equipment, computers, telephones, and other

information systems that exist as of the Effective Date of this Agreement but that become obsolete or need to be replaced during the term of this Agreement.

4. GLAS's Payment of Leased Employees and Provision of Benefits. GLAS shall pay all wages, salaries and/or bonuses to the Leased Employees, for their work during the Term of this Agreement, as well as all taxes on such amounts. GLAS shall also provide the Leased Employees with insurance and fringe benefits, which shall be substantially similar to the benefits that GLAS provided to such employees immediately prior to the Effective Date. GLAS shall provide worker's compensation insurance for Leased Employees.
5. Payment. Quartz shall pay GLAS the following amounts to lease the Leased Employees and the above-described furniture, equipment, computers, telephones, and other information systems from GLAS, on a monthly basis:
 - (a) The wages, salaries, and bonuses GLAS paid to all Leased Employees in the previous month;
 - (b) The cost of any and all benefits paid by GLAS for the Leased Employees;
 - (c) The cost of any worker's compensation insurance premiums paid by GLAS related to the Leased Employees;
 - (d) The taxes paid by GLAS related to all payments made by GLAS to the Leased Employees; and
 - (e) Any other amounts paid by GLAS related to employment of the Leased Employees.
6. Compliance. Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.
7. Indemnification. Except as otherwise provided herein, each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. Additionally, each party shall indemnify and hold harmless the other for the party's own acts or omissions.
8. Term. This Agreement shall continue in effect from the Effective Date until December 31, 2016.
9. Notices. All notices required or permitted under this Agreement shall be made in writing and delivered (a) personally or (b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by a recognized courier service. Notice to a party shall be addressed to the address(es) listed in this Section or at such other address(es) that a party may designate by like notice from time to time. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt if by certified mail or courier service.

If to Quartz:

SPWI TPA, Inc.
Attention: President
840 Carolina Street
Sauk City, WI 53583

If to GLAS:

Gundersen Lutheran Administrative Services, Inc.
Attention: President
1836 South Avenue
La Crosse, WI 54601

10. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Wisconsin to apply.
11. Venue and Personal Jurisdiction. The parties hereby consent to venue and personal jurisdiction in the Dane County Circuit Court. If the Dane County Circuit Court cannot adjudicate an action because it lacks subject matter jurisdiction, the parties alternatively consent to venue and personal jurisdiction in the federal district court for the Western District of Wisconsin.
12. No Assignment. Neither party may assign this Agreement without the prior written consent of the other.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. Entire Agreement. This Agreement, including any exhibits, attachments, or addenda which are incorporated by reference herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the parties.
15. Amendment. No amendment to this Agreement shall be effective unless in writing and signed by both parties.

16. Consent to Amendment. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations. If a party refuses to enter into such an amendment, the other party may immediately terminate this Agreement upon providing written notice of termination.
17. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision. All of the rights and remedies provided herein are cumulative and additional to any rights or remedies the parties may have at law.
18. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and to their permitted successors and assigns.
20. Section Headings. Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

SPWI TPA, Inc.

Gundersen Lutheran Administrative Services, Inc.

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____