

EXHIBIT "A"

- 1.1 Clinic Services.** All Saints shall provide the following services at the Clinic (a) laboratory draw station and specimen collection; and (b) advance level practitioner office visits within the normal scope of practice, as defined by All Saints. In addition to services provided on-site at the Clinic, all Members shall be eligible to see All Saints physicians and to receive services at All Saints facilities. Priority access, as clinically determined by the evaluating advanced level practitioner, to primary care, All Saints physicians and ancillary services shall be provided by reasonable effort within 24 hours to Members and no later than 48 hours. Members shall be eligible to receive the following services at All Saints' facilities at no additional charge to the employee: (i) access to group health education programs, as described on Exhibit A, attached hereto and incorporated herein by reference; and (ii) travel screening and preparation services, as described on Exhibit A, attached hereto and incorporated herein by reference.
- 1.2 Hours of Operation and Staffing.** The Clinic shall operate forty (40) hours per week on a schedule to be mutually agreed by All Saints and Client, except that if specific agreement is not reached, the hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday each week. All Clinic staff shall be employees of All Saints. All Saints shall consult with Client regarding the selection of individuals assigned by All Saints to staff the Clinic. All Saints shall provide the following staff for the Clinic (collectively referred to as the "**All Saints Personnel**"): (i) one (1) full-time equivalent nurse practitioner; (ii) one (1) full-time equivalent medical office assistant; and (iii) one (1) full-time receptionist. Although Client has the right to provide general input regarding the All Saints Personnel providing services at the Clinic under this Agreement, All Saints retains ultimate responsibility for the selection, employment, retention, supervision, training and termination of all All Saints Personnel. Client shall have the right to request removal of any All Saints Personnel. In the event of such a request, the parties shall work collaboratively to resolve Client's concerns regarding such individual. In the event that such concerns cannot be resolved to Client's reasonable satisfaction, All Saints shall remove such individual and shall provide a replacement who meets the requirements set forth in this Section 1.2. All Saints shall ensure that the All Saints Personnel possess all requisite licenses, certificates and approvals to necessary for the provision of services in the Clinic. The All Saints Personnel shall all participate in the Wisconsin Patient's Compensation Fund. All Saints shall verify the credentials of the All Saints Personnel providing services pursuant to the same practices used by All Saints for verifying the credentials of All Saints employees providing services on the All Saints main campus.

1.3 Medical Supplies and Equipment. All Saints shall order and stock all medical supplies reasonably required for the operation of the Clinic. All Saints shall provide and maintain all moveable clinical equipment, computers and telephone equipment required for operation of the Clinic. All Saints shall be responsible for all removal of biohazard materials from the Clinic premises. To maintain stock, Client shall be billed at cost as set forth in Section 3.1 to replenish supplies as needed.

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2. CLIENT EMPLOYEE BENEFIT PLANS. Client shall identify All Saints as its preferred provider for its employee health benefit plans and shall institute appropriate co-payment, co-insurance and/or deductible structures within such plans to create incentives for Client Members to utilize the services of the Clinic and All Saints, subject to Client’s collective bargaining agreements. In consideration for the preferred provider designation, All Saints shall grant Client an additional discount on all services provided by All Saints at All Saints facilities other than the Clinic, pursuant to that certain provider agreement between All Saints and Client (the “**Provider Agreement**”). Clients shall obtain an annual percentage discount based on the combined total of County and City dollars spent at All Saints facilities as a percentage of its total health care benefit dollars spent in Wisconsin during the previous year. The percentage spent at All Saints shall be subject to the following discount:

Percentage of Spending:	Network Discount:		
	Year 1	Year 2	Year 3
<55%	3%	3.5%	3.5%
56-65%	4%	4.5%	4.5%
65-75%	5%	5.5%	5.5%
76-85%	6%	6.5%	6.5%
>85%	7%	7.5%	7.5%

The calculation of the percentage of annual spending shall be determined by Client’s third party administrator.

3. FINANCIAL ARRANGEMENT.

3.1 Expense Reimbursement. In consideration of All Saints’ services hereunder, Client shall reimburse All Saints for All Saints’ actual expenses incurred in operation of the Clinic as set forth on Exhibit B, attached hereto and incorporated herein, including: (i) \$115 per hour, collectively, for the All Saints Personnel assigned to the Clinic; (ii) actual cost for medical supplies; and (iii) beginning on the third anniversary of the Effective Date, \$2,359 per month for rent of the Clinic facilities. Each of the County and the City shall be responsible for half of the fees set forth in this Section 3.1. In the event

any All Saints Personnel assigned to the Clinic takes any sick leave or vacation and such absence is not covered by comparable personnel, the hourly expense for such All Saints Personnel will be subtracted from the monthly invoice for such uncovered sick leave or vacation. In the event that an All Saints nurse practitioner is not able to provide coverage for the Clinic on a particular day, All Saints will provide Client with notice so that Client may communicate such information to its Members. In addition to these expenses, All Saints agrees to perform a health risk assessment for all Members for a one-time fee of \$13 per assessment and subsequent health risk assessments at cost.

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3.5 TPA Set Up Costs. Each Party shall be responsible for one-third of the costs charged to Client by Client's TPA associated with the creation and set up of a new network by Client's TPA to administer the network discounts set forth in Section 2 above.

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall be effective for an initial term (the "**Initial Term**") of three (3) years beginning on the date that the Clinic becomes operational (the "**Effective Date**"). Thereafter, this Agreement may be renewed for successive one (1) year terms (each a "**Renewal Term**") upon the mutual written agreement of the parties. The Initial Term, together with any Renewal Term shall be referred to herein collectively as the "**Term**".

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4.2.5 For Failure to Achieve Financial Goals. All Saints and Client shall agree to annual financial benchmarks for cost savings to Client through the operation of the Clinic. At least ninety (90) days prior to the anniversary of the Effective Date, All Saints and Client shall conduct a mutual review to determine whether such goals have been met for the previous year. In the event that such goals are not met, this Agreement may be terminated by any party as of the anniversary of the Effective Date upon written notice to the other Parties.

4.3 Effects of Termination. Upon termination of this Agreement, as herein above provided, no party shall have any further obligation hereunder except for: (a) obligations accruing prior to the date of termination; and (b) obligations, promises, or covenants contained herein that are expressly stated herein as extending beyond the term of this Agreement. Notwithstanding the foregoing, the parties acknowledge that there will be significant work undertaken to construct and equip the Clinic in anticipation of the Effective Date. Accordingly, in the event that Client terminates this Agreement prior to the Effective Date, Client shall reimburse All Saints for all

reasonable unrecoverable expenses incurred by All Saints in connection with the preparation of the Clinic up to the point of termination, but not to exceed \$50,000. All Saints shall provide Client with an invoice detailing such expenses within thirty (30) days of notice of termination. Client shall remit payment to All Saints within thirty (30) days of receipt of said invoice. In the event of termination, the discount pricing set forth in Section 2 above shall be discontinued as of the date of termination and services provided by All Saints to Members shall be price in accordance with the pricing mechanism set forth by Bowers and Associates.

- 4.4 Opt Out by the City or the County.** Either the City or the County may opt out of this Agreement without terminating this Agreement with respect to the other parties by giving notice as specified in Section 4.2 above.
5. Such other terms and conditions as the Finance Director, the Human Resources Director and the Corporation Counsel deem necessary and appropriate.