

RESOLUTION NO. 2020-36

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING A THREE-YEAR CONTRACT WITH ASCENSION TO OPERATE THE RACINE EMPLOYEE HEALTH AND WELLNESS CENTER

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, the current healthcare contract between provider Healthstat and employers Racine County, Racine Unified Schools, and the City of Racine for the operation of the Racine Employee Health and Wellness Center is set to expire on September 30, 2020; and

WHEREAS, on behalf of the employers, Racine Unified Schools conducted an RFP and used a multi-functional selection panel with members from the Finance, Purchasing, Wellness, and Human Resources Departments of the three employers; and

WHEREAS, seven vendors responded to the RFP, four vendors made presentations, and the panel selected Ascension which will provide the range of services at the level of quality the employers are seeking at the lowest quoted price.

NOW, THEREFORE, BE IT RESOLVED by the Racine County Board of Supervisors that a three-year agreement with Ascension, for the operation of the Racine Employee Health and Wellness Center as set forth in Exhibit "A" which is attached hereto is authorized and approved, subject to any changes deemed necessary and appropriate by the Corporation Counsel and the Human Resources Director; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments, or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Robert N. Miller, Chairman

Adopted _____

For _____

Against _____

Absent _____

Q.A. Shakoor, II, Vice-Chairman

VOTE REQUIRED: Majority

Rusty Russell Clark, Secretary

Prepared by:
Corporation Counsel

Nick Demske

John A. Wisch

3
4 _____
5 Thomas Pringle

6
7 _____
8 Donald J. Trottier

9
10 **The foregoing legislation adopted by the County Board of Supervisors of**
11 **Racine County, Wisconsin, is hereby:**

12 **Approved:** _____

13 **Vetoed:** _____

14
15 **Date:** _____,

16
17 _____
18 **Jonathan Delagrave, County Executive**

19
20 **INFORMATION ONLY**

21
22 **WHEREAS**, the Racine Employee Health and Wellness Center provides health
23 services at no cost to covered employees, retirees, and their dependents; and

24
25 **WHEREAS**, the employers (Racine County, Racine Unified Schools, and the City
26 of Racine) split the cost, based on eligibility, at a much lower price than if the members
27 sought care at outside providers; and

28
29 **WHEREAS**, the focus of the clinic is to improve overall wellness of members to
30 also reduce health costs for the employers; and

31
32 **WHEREAS**, services provided include sick visits, preventative care, health
33 coaching, labs, dispensing of medication, post offer physicals, and drug testing.

HEALTH SERVICES AGREEMENT

This **HEALTH SERVICES AGREEMENT** ("Agreement") is effective as of [REDACTED] ("Effective Date"), and is by and between **Wheaton Franciscan Healthcare - Southeast Wisconsin, Inc., on behalf of itself and its affiliates, a subsidiary of Ascension providing health care services in Ascension Wisconsin's service areas, through its Ascension Wisconsin at Work Division ("ASCENSION") and Racine County ("COMPANY")**.

RECITALS

- A. ASCENSION is experienced in and furnishes health clinics and other related services to employers both directly and by contracting with third-party vendors.
- B. COMPANY desires to engage ASCENSION to provide said services (as further defined below) to its eligible employees (the "**Participants**").
- C. ASCENSION agrees to provide such services to COMPANY as pursuant to the terms and conditions of this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals and the mutual agreements that follow, the parties agree as follows:

1. **SCOPE OF SERVICES.** ASCENSION shall make available to COMPANY under this Agreement the range of services outlined in **Exhibit A** attached hereto and incorporated herein, either at a COMPANY facility, an ASCENSION facility, or a location as otherwise mutually agreed to ("**Purchased Services**"). ASCENSION and COMPANY agree to work collaboratively to develop a plan for promoting Purchased Services to Participants.
 - (a) COMPANY shall be responsible for providing and maintaining adequate space, including utilities, housekeeping, maintenance, repairs and other related support services that are reasonable and necessary for ASCENSION to provide Purchased Services.
 - (1) COMPANY will provide appropriate, clean and safe office/clinical setting type space at no cost to ASCENSION;
 - i. COMPANY will provide all non-medical equipment, furnishings, and supplies required; which shall include, but may not be limited to; an agreed upon number of private examination rooms and functional bathrooms; immediately accessible sinks with running water; adequate writing surfaces; functional chairs; internet service; storage space that is immediately accessible, secured and lockable; telephones; along with access to any applicable and viable Fitness Center and/or equipment; and any other items mutually agreed upon. To the extent that COMPANY supplies any medical equipment to ASCENSION, COMPANY shall ensure such equipment meets industry standards for quality control and further represents and warrants the maintenance of such equipment is in

compliance with any applicable law or regulation. COMPANY agrees to indemnify ASCENSION for any claims related to the quality or condition of medical equipment or supplies provided by COMPANY and used by ASCENSION under the terms of this Agreement.

- a) COMPANY agrees to provide, cover and assumes responsibility for all costs and expenses related to ensuring consistent, reliable, secure and timely internet service access to internal and external communication networks;
 - I.) Includes infrastructure development, expansion, integration and maintenance of any required wiring and equipment reasonable and necessary for ASCENSION to provide Purchased Services.
 - II.) Includes direct access to designated personnel responsible for COMPANY internet infrastructure, or similarly aligned personnel.
 - ii. COMPANY agrees to pay ASCENSION the cost to provide and replenish, in full package increments, consumable medical (i.e. gauze, bandages, alcohol wipes, etc.) and office supplies used through the provision of the Purchased Services.
- (2) COMPANY shall provide ASCENSION with any policies and procedures ASCENSION is reasonably expected to adhere to while providing Purchased Services (“Policies and Procedures”). Said Policies and Procedures shall be as mutually agreed, and shall not conflict with ASCENSION’s own policies or procedures.
- (3) Medical-related furnishings, equipment and other inventory items ASCENSION provides will be at ASCENSION's sole discretion and remain the property of ASCENSION.
- (b) In any of its communications regarding the Purchased Services, COMPANY shall use only the approved promotional images and materials provided by ASCENSION and as developed, modified and made available from time to time at ASCENSION's sole discretion.

2. FEES AND PAYMENTS.

- (a) As consideration for the Purchased Services, COMPANY shall pay to ASCENSION the fees as set forth on **Exhibit A** (the "**Fees**"). Upon each automatic renewal for additional one (1) year terms, as contemplated in Section 3, the fee rate shall increase one dollar (\$1.00) unless otherwise negotiated by the parties.
- (b) ASCENSION shall issue itemized invoices to COMPANY once per month for all Fees due from COMPANY for Purchased Services provided during the immediately preceding month. ASCENSION invoices shall be due, and payment in full shall be made by COMPANY, within thirty (30) days of receipt of ASCENSION's invoices.

3. TERM AND TERMINATION.

- (a) The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "**Initial Term**"); and shall thereafter automatically renew for successive additional one (1) year terms (each a "**Renewal Term**") unless either party provides the other with sixty (60) days' prior written notice of its intent not to renew this Agreement, unless otherwise terminated earlier as set forth below. The Initial Term and any Renewal Terms are collectively referred to in this Agreement as the "Term".
- (b) This Agreement may be terminated as follows:
- (1) Termination Without Cause. Either party may terminate this Agreement at any time for any or no reason upon one-hundred-twenty (120) days prior written notice to the other.
 - i. Changes in the terms, condition and pricing of this Agreement require both parties' mutual written consent and shall be documented in an amendment to this Agreement.
 - (2) Termination by Mutual Agreement. This Agreement shall terminate upon the mutual written agreement of the parties at the time specified by such agreement.
 - (3) Termination for Cause. Either party may terminate this Agreement:
 - i. If a party (the "**Breaching Party**") commits a material breach of this Agreement and the Breaching Party does not cure such material breach within thirty (30) days after receiving written notice of such breach from the other party;
 - ii. Immediately upon written notice to the other party if either party receives a final order of any governmental agency or court of competent jurisdiction concerning the business, affairs, or practices of either of the parties which requires such termination; or
 - iii. Immediately upon the filing of a petition for relief under chapter 11 of the U.S. Bankruptcy Code or a petition for appointment of a receiver by or against one of the parties to this Agreement.
- (c) Upon termination of this Agreement:
- (1) Neither party shall have any further obligations except for obligations accruing prior to the date of termination or of a nature that survives such termination;
 - (2) Each party shall complete all records and reports required to document the Purchased Services;
 - (3) COMPANY shall have the right to obtain any Purchased Services from any third party without limitation or restriction of any kind;

- (4) Each party shall promptly return to the other party all property of the other party in its possession of control, including, but not limited to, manuals, business records, information and databases; and
- (5) If termination is by ASCENSION, ASCENSION shall provide to COMPANY information, consultation, and other assistance reasonably necessary to ensure the efficient transition of the Purchased Services to a replacement vendor.

4. **EFFECT OF TERMINATION.** The termination of this Agreement shall not affect any rights or obligation of the parties which accrue or arise prior to the effective date of termination.
5. **AMENDMENT.** No changes or additions to this Agreement shall be recognized and binding unless and until made in writing and signed by all parties to this Agreement.
6. **WAIVER OF BREACH.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.
7. **MEDICAL RECORDS.** ASCENSION shall prepare and maintain appropriate patient medical records, including without limitation records of examination, diagnosis, and treatment for all Participants receiving health care services pursuant to this Agreement (“Medical Records”), in accordance with good practice and customary and reasonable standards within the medical industry, and in conformance with applicable law. Medical Records may include PHI as HIPAA (defined below) defines that term, and does not include a Participant’s occupational health, pre-employment, and workers’ compensation records, which shall be considered the property of COMPANY. All Medical Records created for any Participant are, and shall remain, ASCENSION's property. Each party shall provide the other party with access to all Medical Records as are reasonable and necessary for the other party to perform under this Agreement; provided, however, that such request is permitted by law and the receiving party shall maintain the confidentiality of the Medical Records in accordance with this Agreement, and all applicable federal, state, and local laws, rules and regulations, including HIPAA.
8. **HIPAA COMPLIANCE.** Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, and its’ implementing regulations, as amended or later amended (“HIPAA”). This includes entering into an appropriate Business Associate Agreement if necessary to ensure compliance with HIPAA.
9. **PERSONNEL.** ASCENSION shall ensure that all ASCENSION personnel providing Purchased Services are qualified by training, licensure, certification or experience to perform such services. If requested by COMPANY, ASCENSION shall provide COMPANY with all documentation required to confirm any necessary training, licensure, certification or experience of personnel. All ASCENSION personnel providing Purchased Service under this Agreement shall perform such services in accordance with all applicable requirements of the appropriate regulatory and accrediting agencies. In the event that COMPANY has a concern about the competency, performance, behavior or other event involving ASCENSION personnel providing Purchased Service, ASCENSION will respond promptly to COMPANY's reasonable request. In the event that such concern can be cured by additional training, COMPANY will afford ASCENSION time to

supply additional training to such individual. Notwithstanding the forgoing, ASCENSION personnel shall be immediately removed from providing Purchased Services in the event that COMPANY reasonably believes such personnel to be imminently or immediately dangerous to patients, other employees, or COMPANY's reputation in the community.

- 10. INSURANCE.** Throughout the Term of this Agreement, ASCENSION agrees to obtain and maintain commercial general liability insurance, with minimum limits of liability of \$1 million each occurrence and \$3 million annual general aggregate; and workers' compensation and employers' liability insurance, with a minimum employers' liability limit of \$1 million each accident, each employee for disease, and a policy limit for disease. COMPANY is self-insured for its worker's compensation claims. As part of this self-insured plan, resources are budgeted annually in the Racine County general fund to meet potential losses. Third-party coverage is maintained for individual worker's compensation claims in excess of \$450,000 for regular claims and includes coverage for claims that involve federal benefits (USL & H and Jones Act). The excess policy provides coverage up to statutory limits in additional available payments per occurrence after the \$450,000 retention has been met. This policy has a \$1 million cap and is administered through Cannon Cochran Management Services, Inc. (CCMSI). COMPANY self-insures for public liability and automobile coverage and is subject to the liability limits expressed in Wisconsin State Statutes. COMPANY also carries an excess liability policy with a \$1,000,000 retention that covers claims between \$1 million and \$6 million and affords coverage for wrongful acts. COMPANY maintains a reserve fund balance in its annual budget and has taxing authority to support any losses within the retention amount and beyond the coverage amount. Upon request, each party will furnish to the other proof of such insurance by presenting valid certificates of current coverage and certificates of renewal or affidavit of self-insurance.
- 11. INDEPENDENT CONTRACTOR RELATIONSHIP.** ASCENSION is an independent contractor and nothing in this Agreement is intended nor shall be construed to create any joint venture or employment relationship between the parties. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Agreement. ASCENSION shall be fully responsible for all tax liabilities arising from its status as an independent contractor. Each party shall reasonably notify the other party and permit the other party to participate in the resolution of any inquiry or audit related to ASCENSION's status as an independent contractor.
- 12. CONFIDENTIALITY.** ASCENSION shall follow the Policies and Procedures established by COMPANY regarding confidential information. Further, each party acknowledges that in the course of performance under this Agreement, they may have access to or become familiar with certain non-public proprietary information or intellectual property of the other which will be marked as such or, if not able to be marked as such due to the nature of the information, would be considered confidential by a reasonable person under the circumstances (collectively, "Confidential Information"). Both parties may use and disclose Confidential Information of the other (a) only as permitted under this Agreement (b) only to the extent required to fulfill that party's obligation under this Agreement and (c) only in accordance with applicable law, including HIPAA. Confidential Information shall not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of disclosing party (ii) either party can demonstrate to have had rightfully in its possession prior to disclosure from one party to the other (iii) is independently developed by either party without the use of any otherwise Confidential Information or (iv) either party rightfully obtains from a third party who has the right to transfer or disclose it. Upon becoming aware of any use or disclosure of Confidential Information not permitted by this Agreement, that respective party shall promptly report such use or disclosure to

the other party. Both parties acknowledge that in the event of a breach of any terms of this Agreement by either party, the damages at law may be inadequate and either party may, if it so desires, seek to enforce this Agreement by obtaining injunctive relief or by such other remedies as may be available at law or in equity. Both parties agree that for the provisions of this section, Confidential Information may include PHI (including patient email addresses, URL links, phone/mobile/landline numbers, and internet connections).

13. **NON-EXCLUSIVITY.** This Agreement shall not be deemed to be an exclusive contract and ASCENSION shall be free to perform services similar or comparable to the Purchased Services for other companies and to enter into agreement for similar services directly with employers.
14. **NON-SOLICITATION OF EMPLOYEES.** During the Term of this Agreement, and for one (1) year thereafter, neither party shall, either directly or indirectly, on their own behalf or on behalf of any other person, firm or organization: (i) employ or solicit for employment an employee or contractor of the other party, who is directly involved in the provision of Purchased Services, to leave the employ of the other party; (ii) entice an employee or contractor of the other party to independently respond to any job advertisement of the other party; or (iii) induce such employee or contractor to breach any employment agreement or services contract with the other party. This restriction shall not apply to a party soliciting employment through general public advertisements.
15. **EXCLUSION.** As otherwise set forth herein and only as applicable, each party represents and warrants to the other that it (and each of its agents, employees, or any substitutes thereof providing Purchased Services under this Agreement) (a) is not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. 1320a-7b(f) (the "**Federal health care programs**"); (b) is not convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (c) is not under investigation or otherwise aware of any circumstances which may result in its (or its agents, employees, or any substitutes providing Purchased Services under this Agreement) being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and each party shall immediately notify the other party of any changes in the status of the representation and warranty set forth in this section. Any breach of this section shall give the non-breaching party the right to terminate this Agreement immediately.
16. **APPLICABLE LAWS.** Each party shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances.
17. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any judicial or other action of proceeding arising from or relating to this Agreement shall be brought and venued exclusively in the Racine County, Wisconsin Circuit Court.
18. **NON-DISCRIMINATION.** ASCENSION shall impartially provide the Purchased Services to Participants regardless of race, color, religion, creed, sex, national origin, age, disability, sources of payment, or any other protected characteristic.
19. **MERGER/ENTIRE AGREEMENT.** This Agreement, including the recitals set forth above and any exhibits or schedules attached hereto, constitutes the entire agreement between the parties. If there are any conflicts between the terms and conditions within the body of this Agreement and

any exhibit or schedule, the terms and conditions within the body of this Agreement shall govern. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect. This Agreement cancels and supersedes all previous contracts and agreements between the parties relating to the subject matter covered by this Agreement.

- 20. NOTICE.** Any and all notices, offers, acceptances, and other communications required or permitted to be given under this Agreement shall be deemed given when delivered by personal delivery or by confirmed facsimile or mailed by prepaid certified mail, return receipt requested, in each case addressed as follows:

If to ASCENSION: Ascension Medical Group - Northern Wisconsin, Inc.
Ascension Wisconsin at Work
5412 Highway 10 East
Stevens Point, WI 54482
Attention: David Noshay, Vice President
Facsimile: (715) 346-5419

If to COMPANY: [REDACTED]
[REDACTED]
[REDACTED], [REDACTED] [REDACTED]
Attention: [REDACTED], [REDACTED]
Facsimile: ([REDACTED]) [REDACTED] - [REDACTED]
EIN: [REDACTED]

or to such other address or facsimile number as the party may designate in writing to the other party from time to time.

- 21. MISCELLANEOUS.** Nothing in this Agreement shall be construed to create any rights or benefits of any third parties. Neither party may assign this Agreement without the written consent of the other party.
- 22. INDEMNIFICATION.** Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives or agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. To the extent that COMPANY supplies any medical equipment to ASCENSION, COMPANY shall indemnify, defend, and hold harmless ASCENSION from any and all loss, damage, cost or expense that ASCENSION may incur by reason of or arising out of any claim by a third party that the medical equipment was defective. NOTWITHSTANDING THE FORGOING, NEITHER PARTY (NOR ANY AFFILIATE, SUBSIDIARY OR PARENT OF ASCENSION MEDICAL GROUP) SHALL BE LIABLE FOR ANY OF THE OTHER PARTY'S INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.
- 23. ETHICAL AND RELIGIOUS DIRECTIVES.** The parties acknowledge that ASCENSION is a

member of Ascension Health and that the operation of ASCENSION in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of Roman Catholic Church or its successor ("**Directives**") and the principles and beliefs of the Roman Catholic Church are a matter of conscience to ASCENSION. It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require ASCENSION to violate said Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Directives.

24. SEVERABILITY. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms; provided, however, that this Agreement shall in such event be reformed to include a provision as similar in terms as possible to the unenforceable provision so as to retain as much of the original intent and purposes of this Agreement as possible.

25. CORPORATE RESPONSIBILITY. ASCENSION has in place a Corporate Responsibility Program ("**Program**"), which has as its goal to ensure that ASCENSION complies with federal state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. The parties acknowledge ASCENSION's commitment to corporate responsibility and agree to conduct all business transactions which occur pursuant to this Agreement in accordance with the general philosophy and objectives of corporate responsibility and business ethics.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date above.

ASCENSION

COMPANY

By: _____
Signature

By: _____
Signature

Name: _____
Print Name

Name: _____
Print Name

Title: _____

Title: _____

EXHIBIT A
PURCHASED SERVICES

ASCENSION shall make the following Purchased Services available to COMPANY, subject to the Fees noted for each type of Purchased Service.

1. **PROFESSIONAL SERVICES.** As set forth in Schedule A-1.

ASCENSION personnel shall have the appropriate licensure and accreditations as defined in the Agreement.

2. **MANAGEMENT FEE.** As set forth in Schedule A-2.
3. **MARKETING & COMMUNICATIONS.** As set forth in Schedule A-3.
4. **WELLNESS SERVICES.** As set forth in Schedule A-4.
5. **TELEMEDICINE.** As set forth in Schedule A-5.
6. **NETWORKS, OPT-INS, OPT-OUTS & TPAS.** As set forth in Schedule A-6.
7. **MEDICAL EQUIPMENT.** As set forth in Schedule A-7.

SCHEDULE A-1

PROFESSIONAL SERVICES

ASCENSION shall make the following Professional Services available:

1. Professional Services will be provided and staffed during the appropriate and established business hours as mutually agreed to by ASCENSION and COMPANY.
 - (a) Episodic and acute care including early injury and illness prevention.
 - (1) Vaccinations
 - (2) Acute bronchitis (lower respiratory infections without shortness of breath or fever)
 - (3) Acute low back pain
 - (4) Allergies
 - (5) Bladder/urinary tract infections
 - (6) Cold sores
 - (7) Colds
 - (8) Ear aches and ear infections
 - (9) Eyelid infections and growths
 - (10) Flu symptoms
 - (11) Upper respiratory infection
 - (12) Headaches
 - (13) Head lice
 - (14) Health screenings
 - (15) Insect bite and stings
 - (16) Lacerations
 - (17) Laryngitis
 - (18) Medical consultation and education
 - (19) Medication management
 - (20) Minor skin infections
 - (21) Minor burns and rashes - eczema, poison ivy/oak, impetigo, athlete's foot, etc.
 - (22) Minor sprains and strains
 - (23) Patient education
 - (24) Physicals
 - (25) Pink eye
 - (26) Sinus infections
 - (27) Sore throat
 - (28) Sports Physicals
 - (29) Strep throat
 - (30) Tobacco cessation education

- (b) Injury and illness diagnosis and/or treatment
 - (1) First aid care and treatment
 - (2) Non-emergent injuries and condition care
 - (3) Sprains and strains
- (c) Work-related and occupational medicine
- (d) Referred care and referrals to other healthcare providers or specialists
 - (1) ASCENSION and COMPANY agree that the ASCENSION personnel will provide or refer patient care at their discretion with the position of delivering appropriate, cost effective and efficient, and suitable care based upon the patient and the situational information. Referrals will be made when ASCENSION personnel cannot provide suitable care, or upon patient request.
- (e) Purchased Services will be performed by ASCENSION personnel. ASCENSION personnel type, quantity, and level will be mutually determined by ASCENSION and COMPANY.

CLINICIAN

- (1) ASCENSION may utilize a Nurse Practitioner or Physician's Assistant for the fulfillment of Clinician.
ASCENSION will, at minimum, have a Clinician at COMPANY for the provision of Purchased Services:
 - i. Eighty (80) hours per week;
 - ii. Option to increase or decrease hours as needed with mutual approval from ASCENSION and COMPANY;
 - iii. Travel and mileage to and from COMPANY included at no additional charge.

MEDICAL ASSISTANT

- (1) ASCENSION may utilize a Licensed Practical Nurse, or Certified Medical Assistant for the fulfillment of Medical Assistant.
ASCENSION will, at minimum, have a Medical Assistant at COMPANY for the provision of Purchased Services:
 - i. Eighty (80) hours per week;
 - ii. Option to increase or decrease hours as needed with mutual approval from ASCENSION and COMPANY;
 - iii. Travel and mileage to and from COMPANY included at no additional charge.

PATIENT SERVICE REPRESENTATIVE

- (1) ASCENSION may utilize a Receptionist, Patient Service Representative or Customer Service Representative for the fulfillment of Patient Service Representative.
ASCENSION will, at minimum, have a Rehabilitation Clinician at COMPANY

for the provision of Purchased Services:

- i. Forty (40) hours per week;
- ii. Option to increase or decrease hours as needed with mutual approval from ASCENSION and COMPANY;
- iii. Travel and mileage to and from COMPANY included at no additional charge.

HEALTH COACH

- (1) ASCENSION may utilize a Health Educator, or Health Coach for the fulfillment of Health Coach.

ASCENSION will, at minimum, have a Health Coach at COMPANY for the provision of Purchased Services:

- i. Forty (40) hours per week;
- ii. Option to increase or decrease hours as needed with mutual approval from ASCENSION and COMPANY;
- iii. Travel and mileage to and from COMPANY included at no additional charge.

COMPANY will be charged the following hourly rates for Professional Services:

PROFESSIONAL SERVICES DESIGNATION	1, 2020 thru 31, 2021	1, 2021 thru 31, 2022	1, 2022 thru 31, 2023
Clinician	\$72.12	\$74.04	\$75.96
Medical Assistant	\$30.77	\$31.73	\$32.69
Patient Service Representative	\$23.08	\$24.04	\$25.00
Health Coach	\$37.50	\$38.46	\$39.42

SCHEDULE A-2

MANAGEMENT FEE

Starting in year two of this agreement COMPANY agrees to pay an annual Management Fee to ASCENSION as detail below:

MANAGEMENT FEE	1, 2020 thru 31, 2021	1, 2021 thru 31, 2022	1, 2022 thru 31, 2023
Annual Management Fee	\$0.00	\$75,000.00	\$125,000.00

SCHEDULE A-3

MARKETING & COMMUNICATIONS

(This language will be tailored to the operational outlook as developed in concert by COMPANY and ASCENSION)

In any of its communications regarding the Purchased Services, COMPANY shall use only the approved promotional images and materials provided by ASCENSION and as developed, modified and made available from time to time at ASCENSION's sole discretion.

ASCENSION shall provide COMPANY with [REDACTED] hours of Marketing and Communications support monthly for the development, implementation and promotion of their Employer Based Clinic ("EBC").

COMPANY agrees to pay ASCENSION an annual Marketing and Communications Fee to as detailed below:

MARKETING & COMMUNICATIONS FEE	1, 2020 thru 31, 2021	1, 2021 thru 31, 2022	1, 2022 thru 31, 2023
Annual Marketing and Communications Fee	\$2,500.00	\$2,500.00	\$2,500.00

SCHEDULE A-4

WELLNESS SERVICES

(This language will be tailored to the operational outlook as developed in concert by COMPANY and ASCENSION)

ASCENSION can provide COMPANY with a Health Risk Assessment ("HRA") and Biometric collection ("Biometrics") for eligible participants.

1. HRA will align to industry standards for content, format and delivery.
2. Biometrics will include venipuncture (lab/blood draw), specimen handling, full Lipid panel, Glucose, and vitals collection; including blood pressure, weight, height and waist measurements.

ASCENSION can also provide access to a Wellness Portal for eligible participants. The fee for Wellness Portal access will be charged per organizational entity and is an annual charge.

COMPANY agrees to pay ASCENSION for these Wellness Services to as detailed below:

WELLNESS SERVICES	1, 2020 thru 31, 2021	1, 2021 thru 31, 2022	1, 2022 thru 31, 2023
HRA & Biometrics	\$36.00*	\$36.00*	\$36.00*
Wellness Portal Annual Fee	\$2,650.00	\$2,650.00	\$2,560.00

* Fee charged per participant scheduled; includes late, last-minute and unscheduled but support participants

SCHEDULE A-5
TELEMEDICINE

(This language will be tailored to the operational outlook as developed in concert by COMPANY and ASCENSION)

ASCENSION can provide eligible participants of COMPANY with telemedicine support. The following fee structure would apply at the time of services or support:

TELEMEDICINE	1, 2020 thru 31, 2021	1, 2021 thru 31, 2022	1, 2022 thru 31, 2023
Virtual Provider Office	\$0.00	TBA*	TBA*
Telehealth	\$59.00	TBA*	TBA*

* Fees to be determined

SCHEDULE A-6

NETWORKS, OPT-INS, OPT-OUTS & TPAS

(This language will be tailored to the operational outlook as developed in concert by COMPANY and ASCENSION)

COMPANY'S health benefit plan (the "**Plan**") will be supported by ASCENSION as follows:

3. Patient care, provided through the Employer Based Clinic ("**EBC**") for employees, their spouses and dependents who are eligible participating members of the Plan (collectively "**Opt-Ins**") will be billed to the Plan Insurer or Plan Claims Processor (collectively "**Network**")
 - (a) ASCENSION has no connection to, nor assumes any responsibility for, how Purchased Services billed to the Network are reported to the COMPANY.
 - (b) COMPANY agrees to cover any and all expenses unpaid by, denied by, or for which the Network may reduce payment.
4. Full-time employees, their spouses and dependents, along with part-time employees, who are not covered by the Plan (collectively "**Opt-Outs**"), can seek care through the EBC if they possess a valid form of insurance coverage.
 - (a) Patient care, provided through the EBC for Opt-Outs will be billed to the Opt-Outs' insurance at usual and customary rates.
 - (b) COMPANY agrees to cover the cost of Purchased Services for Opt-Outs without a valid form of insurance coverage, or for instances where the form of insurance cannot be adequately billed.
5. COMPANY is responsible for any Purchased Services unpaid by insurance carriers, insurance networks, worker' compensation carriers and third-party administrators (collectively "**TPAs**").
6. ASCENSION agrees to collect Participant charge, cost-share, copayment, or other remuneration as required by the Plan (collectively "**Cost-Share**").
 - (a) Cost-Shares will be collected through the EBC.
 - (b) Cost-Shares will be credited against other amounts due by COMPANY for Purchased Services.
7. Exceptions as relevant to the COMPANY Plan may result in a requirement to bill a Participant directly.
 - (a) Patient care billed to the Participant's insurance at usual and customary rates may result in the Participant receiving a bill, or being responsible for a portion of the care billed
8. Patient care, provided through the EBC, not covered under Purchased Services will be billed to the Participant's insurance at usual and customary rates.

SCHEDULE A-7

MEDICAL EQUIPMENT

ASCENSION shall provide suitable medical related furnishings, equipment and other related inventory items, at ASCENSION's sole expense and discretion, which will remain ASCENSION's property.

1. ASCENSION will provide medical equipment suitable, as determined by ASCENSION, for;
 - (a)
 - (b)
 - (c)
 - (d)
 - (e)
 - (f)

2. COMPANY agrees to pay ASCENSION an annual Equipment Maintenance & Replacement ("EM&R") Fee to as detailed below:

EQUIPMENT MAINTENANCE & REPLACEMENT FEE	1, 2020 thru 31, 2021	1, 2021 thru 31, 2022	1, 2022 thru 31, 2023
Annual EM&R Fee	\$13,592.00	\$13,592.00	\$13,592.00