

DEDICATED CLINIC AGREEMENT

This Dedicated Clinic Agreement ("Agreement") is made this ____ day of January 2016, by and between The City of Manitowoc and The Manitowoc Public School District (the "Employer(s)") and BayCare Aurora, LLC ("Aurora"). Employers and Aurora are the "Parties" to this Agreement, and each is a "Party".

RECITALS

WHEREAS, Aurora has space available at 601 Reed Avenue, Manitowoc, WI, 54220 (the "Facility"), that it would like to dedicate to the operation of an on-site clinic to be used by all employees and beneficiaries of the Employers' health insurance plans ("Beneficiaries").

NOW, THEREFORE, it is agreed as follows:

I. AURORA OBLIGATIONS

A. Health Services.

1. Aurora shall provide health care and wellness services including first aid, point-of-care laboratory tests, referrals and other similar primary and acute care (the "Patient Services"). The scope of the Patient Services is defined in Exhibit A.
2. Aurora will provide agreed-upon point-of-care laboratory tests to Beneficiaries with the cost of such point-of-care laboratory tests included in the Staff Fee. All supplies associated with the lab tests shall be stored and secured utilizing appropriate locked security devices. All lab tests will be billed to the Employers in accordance with the fee schedule established in Exhibit B. Exhibit B shall be updated by Aurora annually based on Aurora's actual cost of providing such lab tests.
3. Aurora shall provide all medical supplies necessary to perform the Patient Services (the "Supplies") and the cost is included in the Staff Fee.
4. Aurora shall provide additional Wellness Services to Employers in accordance with the fee schedule set forth in Exhibit C (the "Wellness Services").

- #### **B. Establishment of Clinic.**
- Aurora will, through itself and/or its affiliates, establish a clinic at the Facility to provide the services described herein (the "Clinic"). The Clinic will provide basic primary care services and treatment of acute episodic conditions as appropriate under the scope of practice of the NP (defined below). The Clinic schedule will be established by mutual agreement of the Parties and may not be changed without written agreement of all parties. The Parties intend that walk-in and scheduled appointments will be available

through the Clinic.

- C. Nurse Practitioner, Medical Assistant, and Receptionist. Aurora will provide the services of a licensed Nurse Practitioner ("NP"), a Medical Assistant ("MA") and a receptionist (collectively "Aurora Staff") for 40 hours per week. Medical direction for the NP shall be provided by a physician employed by or contracted with Aurora. Aurora shall be responsible for the payroll, benefits, Worker's Compensation, tax withholdings, professional liability insurance coverage, and all other obligations related to the employment of the Aurora Staff. The Aurora Staff shall not be considered employees of either or both Employers.
- D. Management of Clinic. Aurora will be responsible for managing the Clinic, including providing a patient service representative, providing necessary supplies for operation, providing all utilities and custodial services, proper disposal of all hazardous waste, and supervision of Aurora Staff. The services include but are not limited to:
1. Management of day-to-day Clinic operations
 2. Staffing of the Clinic for all hours of NP operation agreed upon hours
 3. Regular reporting of usage and statistics consistent with applicable laws and regulations
 4. Billing insurance for additional services as specified on Exhibit A except for the medications specified on Exhibit D, which shall be paid for by each Employer based on use. Aurora will not bill employees for any costs except appropriate co-pay, deductible and co-insurance per the Plan.
- E. Minor Patients. Aurora will not provide health care services to minor patients, other than in emergencies, without the consent of the minor patient's parent or legal guardian.
- F. Name. The Clinic shall be called the Manty Health and Wellness Center.
- G. Sponsorship. Aurora shall provide a one-time sponsorship valued at a total of \$25,000, split as follows: \$6,250.00 to the City of Manitowoc and \$18,750.00 to the School District. The sponsorship may be paid by Aurora to Employers or Employers may instead opt to use the amounts as a credit towards amounts owed by the Employer to Aurora for services hereunder. The sponsorship amount is not renewable and must be paid no later than December 31, 2016.

II. EMPLOYER OBLIGATIONS

- A. Payment for Aurora Staff. Employers shall pay a fee of \$95.00 for each documented hour the Aurora Staff provides services at the Clinic (the "Staff Fee"). Employers have agreed to initially split the Staff Fee as follows: \$23.75

for the City of Manitowoc and \$71.25 for the School District. In the event the Employers want to change the split, they shall jointly provide notice to Aurora and Aurora shall make such change the following month after receiving the notice. Aurora will invoice each Employer for such amounts each month.

- B. **Clinic Space Costs.** For the costs associated with dedicating Aurora space for the Clinic, Employers shall pay an annual fee of \$6,660.00 (the "Space Costs Fee"). Employers have agreed to initially split the Space Costs Fee as follows: \$1,665.00 for the City of Manitowoc and \$4,995.00 for the School District. In the event the Employers want to change the split, they shall jointly provide notice to Aurora and Aurora shall make such change the following month after receiving the notice. Aurora will invoice each Employer monthly for monthly pro-rated amounts of the Space Costs Fee.
- C. **Payment for Lab Services.** Aurora will bill all lab tests to the Employers in accordance with the fee schedule established in Exhibit B. Exhibit B shall be updated by Aurora annually based on Aurora's actual cost of providing such lab tests. All CLIA-waived, point of care tests performed are included in the Staff Fee (i.e. Monospot, Rapid Strep, Urine Dip, and Pregnancy).
- D. **Payment for Wellness Services.** Employers shall pay for the Wellness Services in accordance with the fee schedule set forth in Exhibit C.
- E. **Insurance.** Throughout the term of this Agreement, each Employer shall maintain its own insurance coverage to satisfy its obligations outlined in this Agreement.
- F. **Indemnification.** Each Employer agrees to indemnify and hold harmless Aurora, its affiliates, agents, officers and employees from and against any and all claims, demands, actions and causes of action arising out of this Agreement related to the acts and omissions of Employer, its agents, employees, and Beneficiaries. In the event of assertion of a claim for which Aurora is entitled to indemnification, Aurora shall, to be entitled to indemnification, give written notice to the indemnifying Employer within 10 days of becoming aware of the claim.

III. MUTUAL OBLIGATIONS

- A. **Compliance with Law.** The Parties shall comply with all applicable local, state and federal laws pertaining to performance of this Agreement. They shall also comply with the requirements of all relevant municipal, county, state and federal authorities as they pertain to the Clinic and to obligations under this Agreement.
- B. **Confidentiality.** The Parties shall maintain the confidentiality of patient Protected Health Information as required by law and comply with the requirements of the

Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA")

- C. Co-Branding. Aurora shall have final approval of all marketing materials for the Clinic by Employers. Employers shall submit such materials to Aurora for review and approval prior to usage.

IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective January 4, 2016 and terminate January 4, 2019. Thereafter, the Agreement may be renewed for an additional two year period upon the mutual agreement of the Parties. This Agreement may be terminated as follows:
- a. At any time upon the mutual agreement of the Parties;
 - b. In the event a Party defaults in its obligations hereunder and such default continues for 30 days after written notice, the non-defaulting Party may terminate this Agreement on written notice without prejudice to any other available remedies; or
 - c. In the event there are changes or clarifications to statutes, regulations, rules or interpretations thereof (collectively "Laws") that: (1) cause any provision of this Agreement to be in violation of or inconsistent with any of the Laws; (2) materially and adversely affects any Party's right to reimbursement from third party payors; or (3) materially and adversely affect any other legal right of any Party to this Agreement, the affected party may, by written notice to the other Party, propose modifications to this Agreement regarding the same. Upon receipt of such notice, the Parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within thirty (30) days thereafter to agree upon appropriate modifications to this Agreement, either Party may terminate this Agreement immediately at the conclusion of such period upon written notice to the other Parties hereto.
- B. Conflict Resolution. If an Employer brings a concern or issue to Aurora regarding the performance of Aurora's obligations hereunder, Aurora shall address such Employer's concern within 30 days of receiving such notice. In the event Aurora is unable to resolve such concern to the satisfaction of Employer, then Employer may terminate this Agreement with an additional 30 days notice to Aurora.

V. MISCELLANEOUS

- A. Independent Contractors. The Parties are independent contractors. Nothing contained in this Agreement is intended, or shall be construed, to create a joint venture, partnership, or employer/employee relationship.

- B. **Notice.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective Parties by hand delivery or registered or certified mail at the following addresses for each:

If to Employers: City of Manitowoc
900 Quay Street
Manitowoc, WI 54220
Attn: City Clerk

With copies to: Human Resources Director, City Attorney

Manitowoc Public School District
2902 Lindbergh Drive
Manitowoc, WI 54220
Attn: Administrator

If to Aurora, to: BayCare Aurora, LLC
2845 Greenbrier Road
Green Bay, WI 54304
Attn: President

With copy to: Aurora Health Care, Inc.
750 West Virginia Avenue
Milwaukee, WI 53204
Attn: General Counsel

Either Party may change the address for notice by a notice given in conformance with this Section.

- C. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to this subject matter. This Agreement may be amended only by writing signed by all Parties. The Employers may not assign this Agreement without the written consent of Aurora. This Agreement shall be governed, interpreted and construed according to the laws of the State of Wisconsin.
- D. **Authority.** The individuals signing this Agreement represents and certifies that he or she is authorized to sign and cause this Agreement to be a binding obligation of the Party on whose behalf signature is made.
- E. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be an original and all of which, taken together, shall be deemed to be one agreement. Facsimile or other electronic transmission of a signed signature page shall be deemed to constitute legal and binding execution of this Agreement by the party so signing.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date listed above.

CITY OF MANITOWOC

By: Rochelle Blindauer
Name: Rochelle Blindauer
Title: HR Director

By: [Signature]
Name: Steve Curbelle
Title: Finance Director

MANITOWOC PUBLIC SCHOOL DISTRICT

By: Ken Mischler
Name: Ken Mischler
Title: Dir. of Business Services

BAYCARE AURORA, LLC

By: [Signature]
Name: SANDRA Ewald
Title: Secretary/Treasurer



Services provided/available at the Manty Health and Wellness Center

- Primary and Preventative Care/Acute Common Health Concerns
- Support Management of Chronic Health
- Health and Wellness Coaching
 - Patient Navigation
- Assessment of Occupational Injuries
 - Coordination by Occ Health RN
- Immunizations
- Lab work
- HRAs and biometrics
- Radiology (billed to insurance*)
- Pharmacy (billed to insurance* excluding the “no cost to employee list, Exhibit D)

*with applicable co-pays, deductibles and co-insurance collected from Plan Beneficiaries

Aurora BayCare Medical Center

 Aurora Health Care®  BAYCARE CLINIC

Aurora BayCare Medical Center is a joint venture of Aurora Health Care and BayCare Clinic

Occupational Health Services provided at the current Dewey Street Occ Health Site

- Work injury diagnosis, causation and treatment
- Work site assessments
- Pre-employment, DOT, fit-for-duty, disability exams

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Aurora BayCare Medical Center

 Aurora Health Care®  BAYCARE CLINIC

Aurora BayCare Medical Center is a joint venture of Aurora Health Care and BayCare Clinic

EAP



City of Manitowoc

1-6 sessions per The Aurora Network Agreement

Manitowoc School District

1-3 sessions

Aurora BayCare Medical Center

 Aurora Health Care®  BAYCARE CLINIC

Aurora BayCare Medical Center is a joint venture of Aurora Health Care and BayCare Clinic

**Exhibit B
Lab Fee Schedule**

CPT	CPT Description	Updated Aug 2017
80048	BASIC METABOLIC PANEL	\$ 3.62
80053	COMPREHENSIVE METABOLIC PANEL	\$ 4.50
80061	LIPID PANEL WITHOUT REFLEX	\$ 4.01
80069	RENAL PANEL	\$ 12.61
80074	HEPATITIS PANEL ACUTE WITH REFLEX	\$ 71.94
80076	HEPATIC FUNCTION PANEL	\$ 3.46
80102	DRUG CONFIRMATION	\$ 7.74
80154	ASSAY OF BENZODIAZEPINES	\$ 10.95
80160	ASSAY OF DESIPRAMINE	\$ 19.14
80162	DIGOXIN LEVEL	\$ 7.78
80166	ASSAY OF DOXEPIN	\$ 16.14
80175	LAMOTRIGINE	\$ 25.32
80335	NORTRIPTYLINE LEVEL	\$ 42.00
80177	KEPPRA LEVEL (LEVETIRACETAM)	\$ 47.60
81001	URINALYSIS WITH MICRO EXAM W/O C/S	\$ 5.32
81002	UA W/OUT MICRO UROLOGY ONLY	\$ 4.65
81003	URINALYSIS & REFLEX MICRO	\$ 3.81
81025	PREGNANCY TEST URINE	\$ 12.61
81240	F2 GENE ANALYSIS 20210G>A VARIANT	\$ 39.72
81241	F5 GENE ANALYSIS LEIDEN VARIANT	\$ 36.15
82040	ALBUMIN LEVEL	\$ 8.81
82043	MICROALBUMIN URINE 24 HR	\$ 11.42
82085	ALDOLASE	\$ 17.49
82103	ALPHA 1 ANTITRYPSIN	\$ 31.30
82140	AMMONIA PLASMA	\$ 4.83
80307	ASSAY OF AMPHETAMINES	\$ 1.71
82150	AMYLASE LEVEL	\$ 3.59
82164	ANGIOTENSIN CONVERTING ENZYME	\$ 26.32
82247	BILIRUBIN TOTAL	\$ 1.61
82248	BILIRUBIN DIRECT	\$ 1.68
82270	HEMOCULT X1	\$ 1.67
82274	OCCULT BLOOD TEST TUBE	\$ 25.32
82306	VITAMIN D -25 HYDROXY	\$ 10.81
82310	CALCIUM LEVEL	\$ 9.28
82465	CHOLESTEROL	\$ 8.69
82520	ASSAY FOR COCAINE	\$ 37.96
82533	CORTISOL	\$ 12.28
82550	CREATINE KINASE	\$ 2.58
82565	CREATININE SERUM	\$ 4.15
82570	CREATINE, URINE	\$ 9.16
82607	VITAMIN B12 LEVEL	\$ 5.58
82626	DEHYDROEPIANDROSTERONE	\$ 67.35
82627	DHEA SULFATE	\$ 30.11
82670	ESTRADIOL LEVEL	\$ 4.76
82728	FERRITIN	\$ 4.83
82746	FOLATE LEVEL	\$ 5.58
82784	IMMUNOGLOBULIN QUANTITATIVE	\$ 42.20
82947	GLUCOSE LEVEL	\$ 3.39
82950	GLUCOSE 2 HR PP	\$ 7.62
82952	GTT-ADDED SAMPLES	\$ 5.59
82962	METERED BLOOD GLUCOSE	\$ 0.42
83001	FOLLICLE STIMULATING HORMONE	\$ 15.53
83002	LUTENIZING HORMONE	\$ 4.52

**Exhibit B
Lab Fee Schedule**

83036	GLYCOHEMOGLOBIN A1C	\$	4.95
83525	INSULIN LEVEL RANDOM	\$	10.35
83540	IRON LEVEL	\$	4.83
83550	IRON BINDING TEST	\$	6.60
83605	LACTIC ACID VENOUS	\$	4.83
83655	LEAD BLOOD/VENOUS	\$	1.20
83690	LIPASE	\$	4.83
83718	CHOLESTEROL HDL	\$	11.31
83721	BLOOD LIPOPROTEIN, LDL CHOLEST	\$	4.76
83735	MAGNESIUM LEVEL	\$	3.59
83840	METHADONE	\$	30.23
83880	NATRIURETIC PEPTIDE	\$	37.07
83925	OXYCODONE	\$	17.61
83970	PARATHYROID HORMONE C-TERMINAL	\$	19.75
84100	PHOSPHORUS LEVEL	\$	2.58
84132	POTASSIUM LEVEL	\$	2.58
84144	PROGESTERONE LEVEL	\$	7.14
84146	PROLACTIN	\$	17.79
84153	PROSTATE SPECIFIC ANTIGEN SCREENING	\$	12.73
84155	PROTEIN TOTAL	\$	14.40
84207	VIT B6	\$	54.62
84270	SEX HORMONE GLOBULIN (SHBG)	\$	37.10
84295	SODIUM LEVEL	\$	8.69
84403	TESTOSTERONE TOTAL-MALE	\$	11.27
84439	FREE T4	\$	4.83
84443	THYROID STIMULATING HORMONE	\$	4.83
84450	SGOT	\$	8.57
84460	SGPT	\$	2.58
84478	TRIGLYCERIDE	\$	14.40
84481	FREE T3	\$	11.31
84484	TROPONIN I ULTRA SENSITIVE	\$	8.77
84520	BLOOD UREA NITROGEN	\$	11.55
84550	URIC ACID	\$	2.58
84560	URIC ACID URINE/24 HR	\$	8.33
84630	ZINC ASSAY	\$	29.64
84702	BETA HCG QUANTITATIVE PREGNANCY	\$	4.05
84703	PREGNANCY TEST QUALITATIVE SERUM	\$	12.97
85007	BLOOD MICRO EX MAN DIFF WBC CT	\$	5.95
85014	HEMATOCRIT	\$	5.59
85018	HEMOGLOBIN	\$	3.34
85025	CBC & AUTO DIFFERENTIAL	\$	4.99
85046	RETICYTE, HGB CONCENTRATE	\$	3.81
85300	ANTITHROMBIN III ACTIVITY	\$	20.47
85303	PROTEIN C ACTIVITY	\$	66.65
85306	PROTEIN S ACTIVITY	\$	65.71
85379	D DIMER QUANTITATIVE	\$	20.71
85610	PROTHROMBIN TIME	\$	3.93
85652	SEDIMENTATION RATE WESTERGREN	\$	8.68
85670	THROMBIN TIME	\$	11.44
86038	ANTI NUCLEAR ANTIBODY WITH REFLEX	\$	22.38
86039	IFA ANA TITER AND PATTERN	\$	5.00
86140	C REACTIVE PROTEIN	\$	4.83
86141	C REACTIVE PROTEIN HSCRIP	\$	48.44
86147	CARDIOLIPIN AB IGA	\$	23.56

**Exhibit B
Lab Fee Schedule**

86200	CYCLIC CITRUL PEPTIDE(CCP)AB	\$	29.95
86235	ANA Reflex (31.30 ea.x10 antibodies screened) Required with CPT 86038 if positive	\$	313.00
86334	IMMUNOFIX, SERUM(INTERP ONLY)	\$	28.49
86376	MICROSOMAL AB	\$	34.27
86431	RHEUMATOID FACTOR	\$	11.07
86480	QUANTIFERON TB GOLD	\$	46.79
86592	RPR	\$	4.34
86612	BLASTOMYCES, ANTIBODY	\$	62.28
86617	Lyme Antibodies IGG/IGM by Western Blot (LymeWB) Required with CPT 86618 if positive	\$	74.98
86618	LYME IGG & IGM AB SCREEN	\$	7.75
86677	H PYLORI AB IGG SCREEN	\$	23.69
86695	HERPES SIMPLEX TEST	\$	32.37
86696	ANTIBODY HERPES SIMPLEX TYPE 2	\$	17.43
86704	HEPATITIS B CORE TOTAL AB	\$	26.89
86706	HEPATITIS B SURFACE AB	\$	20.69
86735	MUMPS IMMUNE AB IGG	\$	33.20
86747	PARVOVIRUS B19 ANTIBODY IGG & IGM	\$	41.13
86762	RUBELLA ANTIBODY IGG	\$	2.50
86765	RUBEOLA IGG IMMUNE	\$	34.87
86780	TREPONEMA PALLIDUM	\$	20.62
86787	VARICELLA ZOSTER ANTIBODY IGG	\$	11.31
86803	HEPATITIS C ANTIBODY WITH REFLEX	\$	19.75
86850	ANTIBODY SCREEN	\$	11.19
86900	ABO	\$	34.14
87040	BLOOD CULTURE	\$	31.14
87070	AEROBIC CULTURE WITHOUT SMEAR	\$	30.24
87075	ANAEROBIC AND AEROBIC CULTURE AND SMEAR	\$	36.06
87081	GONORRHOEAE CULTURE	\$	2.38
87086	Urine Culture	\$	15.24
87088	URINE BACTERIAL CULTURE ID	\$	13.77
87186	ANTIBIOTIC SENSITIVITY,MIC,EAC	\$	11.19
87205	GRAM SMEAR	\$	23.32
87206	MYCOBACTERIUM CULTURE,SPUTUM	\$	33.55
87210	WET MOUNT	\$	8.81
87220	KOH PREPARATION	\$	4.37
87329	GIARDIA AG	\$	52.55
87340	HEPATITIS B ANTIGEN	\$	19.75
87389	HIV-1 AG W/HIV-1 & HIV-2 AB	\$	24.53
87491	CHLAMYDIA TRACHOMATIS, AMPLIFIED PROBE	\$	17.86
87493	CLOSTRIDIUM PCR	\$	103.22
87498	INFECTIOUS AGENT DETECT NUCLEIC ACID	\$	60.86
87529	HERPES TYPE 1 & 2 DNA	\$	52.94
87591	N.GONORRHOEAE, DNA, AMP PROB	\$	17.86
87621	HPV	\$	60.84
87880	STREP GROUP A SCREEN RAPID WITH REFLEX TO CULTURE	\$	15.43
88173	INTERPRETATION OF FNA SMEAR	\$	24.91
88175	PAP LIQUID BASED W/SCREENING	\$	34.93
88302	SURG PATH,LEVEL II	\$	10.56
88304	SURG PATH,LEVEL III	\$	12.02
88305	SURG PATH,LEVEL IV	\$	35.88
88312	SPECIAL STAINS,GROUP I	\$	12.66
88313	SPECIAL STAINS,GROUP II	\$	20.47
88342	IMMUNOCYTOCHEMISTRY	\$	55.18
89051	FLUID DIFFERENTIAL	\$	27.48

Exhibit C

Employer Services Fee Schedule

City of Manitowoc and Manitowoc Public School District

"The Services marked with an "X" are those that will be provided under this Agreement."

	Service	Description	Price	
			City	MPSD
X	Screening Venipuncture	Phlebotomy (Venipuncture, 10 Minute Appointment) Includes: Total cholesterol, HDL, LDL, Total cholesterol to HDL ratio, Triglycerides, Glucose, Tobacco use (cotinine), GGT (Gamma Blutamyltransferase), ALT (Alanine Aminotransferase), AST (Aspartate Aminotransferase), ALB (Albumin), ALKP (Alkaline Phosphate), BILIT (Total Bilirubin), BUN (Blood Urea Nitrogen), CA (Calcium), Creatinine, Globulin, LDH (Lactate Dehydrogenase), Uric acid	N/A included in TAN product	\$30.00
X	Screening PSA		N/A included in TAN product	\$29.00
X	Screening TSH		N/A included in TAN product	\$29.00
X	Follow-up Cotinine Blood Test & Handling	99000 Specimen Handling 80232 Cotinine	\$35.00	\$35.00
X	One Community Level 1	Customized Consumer Portal My Health Report My Health Score My Health Tools Biometric Screening Appointment Scheduler	\$20.00 Per participant	\$20.00 Per participant

X	One Community Level 2	Customized Consumer Portal My Health Report My Health Score My Health Tools Biometric Screening Appointment Scheduler My Opportunities (Incentives Management) <ul style="list-style-type: none"> • Level 2 Development Fee- The Development Fee is a one-time fee applied to each OneCommunity program utilizing the incentives management platform. If the program's Opportunities are selected from the recommended plans or a la carte options described in the "Creating a Successful Incentives Program within OneCommunity" guide, the Development Fee is assessed as follows: <ul style="list-style-type: none"> - \$00.00 Dev Fee includes up to 10 Opportunities - \$100 for every 5 additional Opportunities • Level 2 Custom Opportunities- Can be created at a rate of \$175.00/hr. Quotes provided upon request. • Level 2 Custom Health Score- Initial custom Health Score development fee is \$750. This fee is reduced to \$300 per program if an existing custom score calculation is reused as is within a market. 	\$25.00 Per participant \$00.00 \$175.00/hr. \$750.00	\$25.00 Per participant \$00.00 \$175.00/hr. \$750.00
X	Health Coaching	One on One Coaching Goal Setting Session HRA Results Review	\$60.00/hr. \$60.00/hr. \$60.00/hr.	\$60.00/hr. \$60.00/hr. \$60.00/hr.
X	Freedom from Smoking	American Lung Association- - 5 minimum/16 maximum in class	\$640.00 plus \$25.00 per person	\$640.00 plus \$25.00 per person
X	4 Wellness Presentations		\$00.00	\$00.00
X	Flu Shots		Direct bill to employer \$29.40 each	Direct bill to employer \$29.40 each

\$ 25.00

\$ 25.00

Exhibit D
Medications List Paid for by the Employer at no cost to the Employee
Prescriptions and Vaccinations

CPT Code	Vaccine Description	City	MPSD
90686	INFLUENZA QUADRIVALENT SPLIT P FREE > 3 YRS VACCINE	\$ 19.00	\$ 19.00
90686	INFLUENZA QUADRIVALENT SPLIT PRES FREE 0.5 ML VACCINE	\$ 19.00	\$ 19.00
90688	INFLUENZA QUADRIVALENT SPLIT >3 YRS VACCINE MULTIDOSE	\$ 17.00	\$ 17.00
90688	INFLUENZA QUADRIVALENT SPLIT 0.5 ML VACCINE	\$ 17.00	\$ 17.00
90714.02	TD 7 YRS+ PRESERVATIVE FREE	\$ 25.00	\$ 25.00
90715	TETANUS/DIPHTHERIA/ACELLULAR PERTUSSIS	\$ 39.00	\$ 39.00
90736	Shingles (Zostavax) Vaccine* *Only available to MPSD patients who meet the minimum age required by the medical plan. As of Aug. 2017, the age is 50.	NA	\$ 240.00
90746	HEPATITIS B VACCINE ADULT IM 3 DOSE SCHEDULE	\$ 60.00	\$ 60.00

Use	Medication Name	Pill Count	Form	Strength	Aurora discount card charge (Actual price may over time)
B	ACETAMINOPHEN	30 MLS	DROPS	160 MG/5 MLS	6
B	ACETAMINOPHEN	4 OZS	SUSP	160 MG/5MLS	3
D	***AMLODIPINE	30	TAB	10 MG	10.4
A	AMOXICILLIN	20	TAB	875 MG	12.76
A	AMOXICILLIN	20	CAP	500 MG	8.62
A	AMOXICILLIN	30	CAP	500 MG	10.43
A	AMOXICILLIN	100	SUSP	250 MG/5MLS	7.4
A	AMOXICILLIN	100	SUSP	400/5MLS	12.36
A	AMOXICILLIN/CLAVULANANT				
A	POTASSIUM	10	TAB	875 MG	14.02
A	AMOXICILLIN/CLAVULANANT				
A	POTASSIUM	20	TAB	875 MG	23.04
A	AMOXICILLIN/CLAVULANANT				
A	POTASSIUM	100 MLS	SUSP	400mg/57mg per 5 mls	24.9
A	AMOXICILLIN/CLAVULANANT				
A	POTASSIUM ES	125 MLS	SUSP	600mg/42.9 per 5mls	22.25
A	ATORVASTATIN	30	Tablet	20 mg	16.19
A	AZITHROMYCIN	6	TAB	250 MG	12.89
A	AZITHROMYCIN	15	SUSP	100 MG/5MLS	25.88
A	CEPHALEXIN	30	CAP	500 MG	13.49
A	CEPHALEXIN	20	CAP	500 MG	10.66
A	CIPROFLOXACN	6	TAB	500 MG	8.86
A	CIPROFLOXAGN	20	TAB	500 MG	17.86
E	***CITALOPRAM	30	TAB	20 MG	7.64
B	CYCLOBENZAPRINE	20	TAB	10 MG	6.26
C	DIPHENHYDRAMINE HCL	10	CAP	25 MG	1.35
A	DOXYCYCLINE/MONOHYDRATE	20	CPDR	100 MG	16.36
A	ERYTHROMYCIN	3.5	OINTMENT	3.5 GM	13.85

Exhibit D
Medications List Paid for by the Employer at no cost to the Employee
Prescriptions and Vaccinations

A	FLUCONAZOLE FLUTICASONE	1 16 GMS	TAB SPRAY	150 MG 50 MCG	7.8 29.18
A	GUAIFENSIN/DEXTROMETHORPHAN	LQ	SYRP	4 OZ	4.5
Use	Medication Name	Pill Count	Form	Strength	Aurora discount card charge (Actual price may over time)
B	IBUPROFEN	50	TAB	200 MG	2.5
B	IBUPROFEN	6	TAB	800 MG	5.56
	LEVOTHYROXINE	30	TAB	50 MCG	16.62
	LEVOTHYROXINE	30	TAB	75 MCG	17.85
	LEVOTHYROXINE	30	TAB	100 MCG	18.17
	LEVOTHYROXINE	30	TAB	112 MCG	20.18
	LEVOTHYROXINE	30	TAB	125 MCG	19.82
D	***LISINAPRIL/HCTZ	30	TAB	20-25 MG	7.4
D	***LISINAPRIL	30	TAB	20 MG	6.86
D	***LOSARTAN POTASSIUM	30	TAB	50 MG	12.08
	LUTERA BIRTH CONTROL	28	TAB	0.1-0.02 MG	22.92
F	***METFORMIN	60	TAB	500 MG	7.82
C	METHYLPREDNISOLONE	21	TAB	4 MG	26.99
D	***METOPROLOL (SUCCINATE)	30	TAB	50 MG	18.02
D	***METOPROLOL (TARTRATE)	60	TAB	50 MG	7.82
A	METRONIDAZOLE	14	TAB	500 MG	12.1
A	METRONIDAZOLE	20	TAB	250 MG	7.62
	NITROFURANTOIN	14	CAP	100 MG	25.01
G	*OMEPRAZOLE	30	CAP	20 MG	8.27
G	ONDANSETRON (regular tablets, not orally disintegrating)	10	TB	4 MG	9.6
A,B,C	PREDNISONE	10	TAB	20 MG	6.76
A,B,C	PREDNISONE	36	Tab	10 MG	10.8
	RECLIPSEN BIRTH CONTROL	28	TAB	0.15-0.03 MG	24.32
E	***SERTRALINE	30	TAB	50 MG	11.75
H	***SIMVASTATIN 20 MG	30	TAB	20 MG	8
H	***SIMVASTATIN 40 MG	30	TAB	40 MG	8.36
A	SULFAMETHOXAZOLE/TRIMETHOPRIM	6	TAB	800-160	6.16
A	SULFAMETHOXAZOLE/TRIMETHOPRIM	20	TAB	800-160	8.86
A	SULFAMETHOXAZOLE/TRIMETHOPRIM	30	TAB	800-160	10.79
I	*SUMATRIPTAN	9	TAB	50 MG	16.06
	TRIMETOHPRIM/POLY B	10 ML	OPHT SOLN	10,000U/1MG	15.03

Exhibit D
Medications List Paid for by the Employer at no cost to the Employee
Prescriptions and Vaccinations

BLACK = MANTY HEALTH & WELLNESS

PURPLE = HFM

**ORANGE = ADD ON after start of
program per NP request**

*****chronic medication**
*** acute and chronic medication**

Use

Top 20 conditions seen with greatest Urgent

Care utilization:

- A • Upper Respiratory Infections
- A,B • Cough/Fever
- A • Urinary Tract Infections
- A • Strep Throat
- C • Skin rash (Poison Ivy, Impetigo, etc.)
- B • Sunburn
- A,C • Insect bites
- A • Minor laceration (may not be seen in this clinic, no suturing availability)
- A • Minor burns/abrasions to skin
- A • Athlete's Foot
- B • Minor sprains/strains
- A • Pink Eye
- A • Styte (eye)
- A • Swimmer's Ear
- Wart treatment
- A • Sinus infections
- A • Ear Infections
- A • Boils/skin infections (supportive care only, no lancing at this clinic)
- Mononucleosis
- B • Low Back Pain (this clinic will not treat chronic pain or perform pain management)

Additional conditions

- D Hypertension
- E Antidepressant
- F Diabetes
- G Stomach
- H Cholesterol
- I Headache

Exhibit D
Medications List Paid for by Employer at no cost to Employee

August 1, 2017

Jessie Lillibridge
City Hall
900 Quay St.
Manitowoc, WI 54220

Dear Mrs. Lillibridge,

The purpose of this letter is to clarify questions related to our Dedicated Clinic Agreement (the "Agreement"). Our goal is to ensure that we have a common understanding of the services being provided under the Agreement so we are providing the additional information regarding the topics listed below.

Clinic Cost Split

Pursuant to Section II.A of the Agreement, you have requested the following changes to the cost split structure. Accordingly, effective August 1, 2017 the clinic cost split will be as follows:

The cost of the clinic will be split between the City of Manitowoc (City) and the Manitowoc Public School District (MPSD). The split will be reviewed and calculated annually, based on June through July clinic visits. The split will be determined by the calculation:

A = No. of covered members (City only) / No. of covered members (City & School)

B = No. of primary care visits (City only) / No. of primary care visits (City & School)

C = City's percentage of the clinic's cost = $(A + B) / 2$

MPSD's percentage of the clinic's cost = $(100 - C)$

Using this calculation, the City and MPSD agreed the split for shared clinic costs would be 31% City and 69% MPSD beginning in August 2017.

An addendum will be added to the contract to reflect the new clinic cost split.

Clinic Hours of Operation

Current clinic hours:

Mon and Fri: 7:00 AM to 3:00 PM

Tues – Thurs 10:00 AM to 6:00 PM

Clinic Appointments

Patients will be seen by appointment

Walk-ins will be scheduled into the next available appointment

Aurora BayCare Medical Center



Aurora Health Care

BAYCARE CLINIC

Eligibility

Patient eligibility will be determined through Epic, recent upload of current eligibility file or through the employee's HR department.

Clinic Closure

Every effort will be made to maintain normal business hours in the event the scheduled provider is unavailable, including sourcing other employed providers and locum coverage. The "Staff Fee" will not be charged when a provider is not staffing the clinic. Whenever possible, a clinic representative will remain on duty to reschedule patients, answer phones, etc.

Advance notice of any anticipated closure and the immediate notification regarding any unexpected closure will be provided to:

School District: Ken Mischler and Joyce Greenwood

City of Manitowoc: Jessie Lillibridge and Steve Corbeille

Clinic: Kristine Heller, Robin Huber and clinic staff

The employers will notify their covered members.

Primary Care & Acute Episodic Care by Nurse Practitioner/Physician Asst. (APP)

Adult physicals (18 years old and above)

Sports physicals (5 years old and above)

Pediatric

Ages (2 years old and above)

Childhood vaccinations will not be provided.

Chronic conditions (managed in cooperation with patient's PCP):

Stable Asthma (meaning less than 2 flares per year/ER visits)

Stable Diabetes (A1C's less than 8)

Stable COPD (less than 2 hospitalizations per year and no Oxygen therapy)

Stable Hypertension managed on medication

High cholesterol/lipids –stable and on medication

Acute common health concerns and blood pressure checks

Excludes emergencies, invasive procedures and suturing

Note: Based on the prior request of the City of Manitowoc, city employees who are not covered under the City's health plan will be required to pay \$50 per clinic visit. The employee would then be eligible for clinic services under the terms of the Agreement.

Wellness (Exhibit C of the Agreement)

HRA and biometric screenings

Goal setting/health promotion

Wellness coaching rate is now \$35 per hour, not \$60.

Four wellness presentations – topics TBD

Aurora BayCare Medical Center



Aurora Health Care®

BAYCARE CLINIC

Lab Services (Exhibit B of the Agreement)*

Point of Care testing performed in the clinic is included in hourly rate:

Rapid Strep, Mono, Urine HcG, Urine Dipstick, Influenza test

Selected labs (Exhibit B) are billed to the client at Aurora's cost.

Orders for labs covered by Exhibit B will be accepted from any Aurora provider. Labs ordered by non-Aurora providers will not be drawn at the Manty Clinic. These blood draws should be performed at the patient's preferred lab.

No-Cost Medications and Adult Vaccines (Exhibit D)*

Prescriptions and vaccines will be provided at the employers' cost at the rates listed in Exhibit D.

* Labs/Vaccines/Imaging services not covered under the terms of the Agreement will be billed to the patient's insurance.

Sincerely,



Robert Trim
Dir. Employer Services
Aurora BayCare Medical Center

Aurora BayCare Medical Center



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BAYCARE CLINIC