ABSTRACT

THREE WAVES HEALTH CLINIC & WELLNESS CENTER:
A CASE STUDY

by

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The purpose of this research is to determine whether or not investment in an employer sponsored health clinic can benefit a public organization. The aspects explored are private vs. public employer sponsored clinics, the potential for employer / employee savings, the impact of convenience, the impact of primary care versus referral care, the impact of wellness, the impact on labor relations, and the impact on future issues, such as the outcomes faced by employers as a result of the implementation of the Affordable Care Act. This research will aid in the future determination of participation in a public employer sponsored clinic cooperative currently under consideration by the City of Oshkosh, Wisconsin, the Oshkosh Wisconsin Area School District, and Winnebago County, Wisconsin.
This document is dedicated to my wonderful wife Laurie. Without her support I would not have had the opportunity to earn my Associate, Bachelors or Masters Degrees.

I am a non-traditional student and began my efforts to complete these degrees after our first year of marriage. In October of 2015 we will have been married thirty years and will have raised five children together.

I am forever grateful for the many times she managed our home and family when I was working, attending school, and studying. Just as she shaped the lives of our children, she has shaped mine with her unselfish love and devotion.
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In regard to this field project, Mike Nault and Sue Schnorr from the Oshkosh Area School District, Mike Collard from Winnebago County and the support from the Horton Group, Associated Bank, and Interra Health made this initiative possible.

Staff and elected official support from the Oshkosh Area School District, Winnebago County and the City of Oshkosh has also been key to the development of this project.

Future success for the efforts chronicled here, will depend upon all partners and all participants, continued support.
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In this paper, I will be exploring the concept of Employer Sponsored Health Clinics. The reason I chose this topic is because I am currently involved at my place of employment, the City of Oshkosh, Wisconsin, in the process of working with Winnebago County and the Oshkosh Area School District on the prospect of collaborating on an Employer Sponsored Cooperative Health Clinic for our collective employees. As I write this paper, this project is scheduled for approval by the collective elected bodies. The proposed start date is January of 2015.

An employer sponsored health care clinic is a departure from traditional clinics in the United States where a private vendor provides health care services to the employees of an organization. Unlike this model, or a model where employers receive discounts when their employees see doctors in certain networks, employer sponsored clinics take health care one step further. On site or near site clinics are actually run by, or in the name of, the employer. They rent or build the facility, hire the professional health care providers, provide the equipment and supplies necessary for them to do their jobs, and then they provide the option for their employees to utilize these services at a reduced or no cost.
A Review of Relevant Literature

Although there was a very limited amount of quantitative data that I was able to find on this subject, there was sufficient qualitative information. A review of the literature I have been able to research can be broken down into the following topical areas:

1) Private vs. Public Employer Sponsored Health Clinics
2) Employer / Employee Savings
3) Convenience
4) Primary Care
5) Wellness
6) Labor Relations
7) Future Issues

Based on my review of this information, and the evidence I was able to gather, I was able to form and test my hypothesis for this project, as well as reach a conclusion. The study of this subject begins with the origin of employer sponsored health clinics.

Employer sponsored medical clinics have been in existence for at least 70 years, however their real value had not been fully realized until the last 15 – 20 years, when progressive employers (primarily in the private sector) began to integrate them into their health and wellness strategic plans.
In a 2014 article published by the International Society of Certified Employee Benefit Specialists, the evolution described picked up speed after the first 50 years when clinics such as these were originally viewed only as employee conveniences (Brugh II & McCarthy, 2014).

After falling out of favor in the 1980’s and 1990’s, as competition among employers increased and the need to reduce overall business operational costs became the highest priority, they rebounded significantly due to health care cost escalation. This escalation caused employers to look at this model again, with different motives in mind. Although cost containment and increased productivity were the primary goals, how those goals were achieved was the key question.

A study conducted by Towers Watson in 2012 in regard to Onsite Health Centers indicates how these pressures have generated new ideas as to how clinics sponsored by employers could be best directed. In this study, the 74 respondents represent 1.7 million employees and operate in a variety of industry sectors (Towers Watson, 2012).

The first survey described in this study illustrates the top reasons for establishing and continuing onsite health centers. Employers in this study had a center in place and were asked the top three reasons for establishing and continuing their onsite health care center. In Figure 1, (Towers Watson, 2012), the top two responses indicate that employers are interested in enhancing worker productivity and reducing medical costs, however several other elements are listed that contribute to the success of those two.
Figure 1. Top Reasons for Establishing and Continuing Onsite Health Centers

(Towers Watson, 2012)
Although private sector employers have been in the health care business for quite some time, public sector employers have not. A study conducted by the International City and County Management Association (ICMA) in 2011, reported that of governments who served populations of more than 10,000 people, only nine percent provided worksite clinics, and only another twelve percent were considering adding clinic services (Wickersham & Yehl, 2013). Although they have not had the capital to invest in clinic services when private sector employers considered employer sponsored clinics a “convenience,” they certainly were not immune from the escalation of health care costs in the early 2000’s and they are facing the same issues private sector employers are today (Wickersham & Yehl, 2013).

In the 2013 article published in PM Magazine entitled *The Promising Potential of Worksite Health Clinics*, authors Mary Eleanor Wickersheim and Robert (Sherman) Yehl summarize some of the successes private sector employers have had with onsite clinics and outline factors to think about for public sector organizations considering a similar option for their employees. Those factors include: Operations Planning, Minimum Potential Participants, Location, Range of Services, Issuing a Request for Proposal, and Employee Engagement (Wickersham & Yehl, 2013).

Although employer sponsored health clinics have been successful for over twenty years, little financial data has been divulged from those organizations.
Cost Analysis of a Nurse Managed Workplace Wellness and Primary Care Program for Foodservice Workers is a study presented by a nurse from Rush University College of Nursing in Chicago Illinois in November of 2013 that speaks to the potential for savings (Moss, 2013). In this study, significant potential savings were identified had a Nurse-Managed Workplace Wellness and Primary Care Program for Food Service Workers been utilized. Four hundred fifty visits were logged from August 1, 2011 to December 31, 2011. These visits had an average cost of $47.82. During the same period, 814 offsite procedural insurance claims were filed, with a total cost to the company of $50,606.77. If these procedures had been performed in the on site clinic, the out of pocket cost to the company would have been $23,814.36 resulting in a savings of $26,792.41 over a four month period (Moss, 2013).

When the employer saves money the employee often realizes less premium share increases or other control mechanism increases in conjunction with their health plan. In a March 6, 2014 article in Workforce.com, Some Firms Find That In-House Clinics Are Just What the Doctor Ordered, savings were passed on to the employee due to clinic success (Ladika, 2011). The article described how low cost or no cost services saved employees money and boosted utilization, how early detection of health conditions saved lives and money by avoiding catastrophic events and costs, and how utilization of some on and near site clinics have reached 70% for those who have paid special attention to employee costs and well being.
The idea of convenience was discussed in many articles I reviewed, as a means to healthy outcomes and correspondingly money saved. In *Medication Adherence: Onsite Health Center Analysis*, the authors provided evidence that onsite health centers with onsite pharmacies improve medication adherence (Gorman, Boaz, Wade & Miller, 2012). Evidence provided suggests that this medication adherence, improves overall health while reducing costs in real and future time. My research also indicated that there are regulations specific to each state that may prevent certain forms of care, such as pharmaceutical dispensing, without proper staffing.

Primary care was an area that was emphasized again and again in my research as having the potential for significant savings through the introduction of an employer sponsored clinic. This is due to the relative routine nature of minor medical attention that is provided by doctors employed by health care vendors at this level. Referrals to specialty doctors, and the correspondingly higher cost for specialty care, are where health care providers have greater opportunity to make the most money. Providers who try to mitigate this situation pursue the idea of seeing more patients at the primary care level in order to increase the volume of potential revenue, which is also why patients sometimes feel like they are “rushed” when they have a primary care visit.

In a New York Times article entitled, *Company Clinics Cut Health Costs*, author Milt Freudenheim contrasts the two systems simply by pointing out the high cost incurred by insurance based systems for providing primary care services and the enhanced revenue provided to health care providers as a result of specialty based referrals.
Mr. Freudenheim then makes his point by describing how the traditional health care model differs from the cost savings realized by on site clinics engaged in primary care treatment due to low overhead costs, employee convenience and reduced referrals (Freudenheim, 2007). Companies who were cited in the article by Mr. Freudenheim as having enjoyed success as a result of an employer sponsored clinic strategy, included Toyota, Sprint Nextel, Florida Power and Light, Credit Suisse and Pepsi.

In a case study conducted by the Commonwealth Fund in July of 2010 entitled, *QuadMed: Transforming Employer sponsored Health Care Through Workplace Primary Care and Wellness Programs*, the authors describe how a Wisconsin based corporation focused on Primary Care and Wellness programs has been successfully delivering those services through on site clinics (McCarthy & Klein, 2010).

Primary Care, Wellness and Biometrics are all linked in the research that I conducted. Because employer sponsored clinic care is designed to be more holistic, designed to spend more time with the patient, and designed to encourage wellness activity, it is a good foundation for the implementation of any biometric screening and wellness programming.

In addition, because any activity and outcome based biometric programs need to have reasonable alternative standards in place per the new Affordable Care Act, the clinic and potential health coaching become a vehicle by which these standards can be reasonably established.
In MIT Sloan Management Review, an article entitled “Do-It-Yourself” Employee Health Care, outlined among other things, the quality of care provided by the staff at the onsite clinic, citing 30 minutes per patient rather than the “piecework” model some systems employ (Berry, Adcock & Mirabito, 2011).

Labor relations are also a very important ingredient in, on site clinic success. Many references in my research were made to the importance of employee engagement early on after the decision to establish a clinic has been made. If carefully managed, it can be a source of pride for the organization and employees alike as described in the Center for Studying Health System Change research brief written in December of 2010 by Ha T. Tu, Ellyn R. Boukus and Genna R. Cohen entitled, Workplace Clinics: A Sign of Growing Employer Interest in Wellness (Tu, Boukus & Cohen, 2010). This research brief is very comprehensive in its breakdown of considerations for clinic development. It discussed how employer clinics can help reduce costs moderately and if well managed, can provide other benefits such as designation for the employer by the employees as an employer of choice. This recognition is as a result of the option employees and / or their family members have to receive care at the respective employer sponsored clinic vs. those employers who do not provide this option.

The Affordable Care Act (ACA) was signed into law on March 23, 2010 and although some elements have not yet been implemented, it has already changed the health care system in our country and will continue to impact it as long as it is in place.
Its purpose is to provide health care to those who may otherwise not receive it or have not received it. In consideration of this goal alone, conventional systems clinics have been and will continue to be affected. More patients, longer waits and expedited appointments are on the rise as health care systems use the idea of increased volume per day or hour to combat low profit margins or losses. These circumstances provide opportunity for employer based clinic models to become a welcome alternative. Increased access for employees and more time with the health care providers provide a fertile ground for enhanced wellness dialogue.

Other elements also have the potential to spur clinic development. One such element scheduled for 2015, or 2016 depending upon an organization’s size, is the “Employer Mandate Adjustment.” This feature of the Affordable Care Act is designed to discourage employer cost shifting by instituting a $3000 per employee penalty if an employee’s required premium co-share exceeds 9.56% of the federal poverty level for a single individual. In other words, employers need to determine alternate strategies to reduce health care costs, such as investing in ideas that can shrink overall costs rather than just increasing the employees premium share or they will be faced with the prospect of this penalty or increasing employee pay, to avoid it.

One final example under ACA that may have a positive effect on clinic development is the Act’s reasonable alternative standards. As alluded to in the wellness section of this paper, these are standards that must be in place for biometric based wellness programs.
Biometric programs base employee costs for insurance on health indicators (such as high cholesterol). The standards ensure that those employees who have naturally occurring conditions (like high cholesterol without other obesity oriented indicators) have alternate means to participate in a biometric based program or receive consideration in a biometric based program. The benefits of a clinic in this context are that it can be a vehicle for a variety of wellness programming that can also be individually tailored through a health coach or other resources the employer decides are appropriate for the clinic. This individualized attention can help biometric based programs be more effective because it is an additional resource for employees and it provides a vehicle for optional programming, such as those that may be necessary for unique circumstances, like the naturally occurring cholesterol example described.

The idea for an employer based clinic in Oshkosh began in late 2012 / early 2013. At that time my supervisor, City Manager Mark Rohloff, was approached with the idea by then Business Services Director for the Oshkosh Area School District, Bob Tess. After discussions with me by Mr. Rohloff and Mr. Tess the idea remained with me through some staff turnover at the Oshkosh Area School District and Winnebago County.

When the incumbents were hired in late 2013 / early 2014, those being Sue Schnorr, Business Services Director for the Oshkosh Area School District, Mike Nault, Human Resource Director for the Oshkosh Area School District, and Mike Collard Human Resource Director for Winnebago County, we began discussions about how a project like this may be possible.
Partnership

This project was one that was very enjoyable to work on. The partners were very cooperative from the start and although we may have been at different points in our eagerness to move forward with the project, there was a shared recognition that the success of this project was dependent upon our ability to work together to make this intergovernmental partnership possible.

One example of this was the Oshkosh Area School District’s willingness to be patient with the other partners. Because the idea originated from their organization, their elected officials and employees were ready and eager to activate this clinic. However, they also recognized and reiterated at several key times when we were researching and preparing, that the clinic’s potential for success politically and practically was dependent upon our ability to maximize usage and offer varied services through our collective number of participants, and their family members. Another example of this recognition of partnership for the common good involved our different health insurance plan designs. Although we could not alter the designs too dramatically prior to opening the clinic, we did agree that the use of the clinic would have to be similar across organizational lines in order to not trigger any misplaced employee suspicion which could negatively affect usage from a labor relations perspective. The Oshkosh Area School District needed to have some meaningful differential so as to encourage usage of the clinic vs. other health care providers in their network.
As such they decided to adjust their copay for office visits to other providers from $10 to $20, which is the same copay the City of Oshkosh currently requires. Similarly, in order to encourage clinic participation, all parties agreed to not charge a copay for clinic visits or for any drugs dispensed there.

The other partners not mentioned in the previous section were consultants each organization utilizes for benefit research and procurement as well as assistance with some of the more technical aspects associated with their benefit programs. Winnebago County and the Oshkosh Area School District utilize the services of Associated Bank while the City of Oshkosh utilizes the services of the Horton Group. These consultants were extremely important in guiding the team toward potential vendors. Through initial contacts, they reached out to many vendors who were local and/or help manage employer clinics, and based on the information each entity provided, they narrowed the field from ten to eight based on non-responses from two local providers. They then narrowed the field from eight down to five organizations based on cost and experience. It was these five that we then sent requests for information to. The five were Aurora Health Care & Interra Health, Affinity Health Care, Interra Health, ThedaCare and Healthstat.

The purpose of securing a request for information (RFI) prior to a request for proposals (RFP) is that it provides a vendor the opportunity to educate the client by illustrating a variety of potential options. This information is then shared prior to responding to detailed questions from the client in the RFP, where the client is seeking uniform information for comparative purposes.
Because we as partners were all relatively new to this process and because we wanted to explore all the options for clinic operations that were available to us, we opted for the request for information as an initial step. We wanted to be as thorough as we could be in our process and this step, although it added time, provided us with a significant amount of information with which we could begin the process of selecting a vendor to help us manage the clinic. Some of the information provided at this stage in the process included; start up fees, the vendor proposals for the clinic model and location, fee structures and costs, the estimated annual costs, what it may cost should we pursue health risk assessments through the clinic as a way to integrate wellness efforts, how clinic supplies would be handled, a summary of cost responsibilities, billing information, data acceptance from other systems, clinic management, timelines, reporting capabilities and options for health coaching. In addition to the information provided, we also gave the vendors an opportunity to present their proposals to us. The dynamics of the proposals and their presentations were interesting. Three of the five vendors were local, Aurora Health Care (with Interra as a partner) and Affinity Health System both of which also had a local hospital, and ThedaCare. The other vendors; Interra Health, and Healthstat were strictly in the business of managing employer based clinics.

Of the three local groups, only ThedaCare had significant experience managing an employer sponsored clinic along with the other two providers Interra Health and Healthstat. Of all the factors we considered, experience was one of the most heavily weighted.
It was the partner’s collective opinion that if our employees were to consider the employer clinic, they would need to have a positive experience from the beginning. This placed the local providers at somewhat of a disadvantage because although there have been positive experiences, loyalties to one system or another have also created negative perceptions for some of our employees. This was not as prominent with ThedaCare as they do not have a local hospital, but it was an obstacle they would also need to overcome, if they were selected. For these reasons as well as others, it was determined that before we advanced to the next stage of a formal request for proposals, that we would schedule visits at the facilities managed by each of these three.

Our first visit was to the clinic managed by Interra Health, located in Sheboygan, Wisconsin. This clinic was the only one of the three that was structured as an intergovernmental partnership as it represented the City of Sheboygan, Sheboygan County and the Sheboygan Area School District. We had some familiarity with this particular clinic, as Mike Collard, Winnebago County Human Resource Director, was responsible for initiating this clinic, when he worked in the same capacity for Sheboygan County. It was a positive experience. The facility was modern, clean and professional. They provided traditional primary care services as well as laboratory and chiropractic care. Discussions with the employees there were particularly interesting. We asked them questions like; “Do you like your job?” Why do you like your job?” “Have you worked in a traditional provider setting?” What are differences?” Answers we received were; “We very much enjoy working here!” “We like spending more time with the patients.”
“This allows us to have discussions about their familial circumstances and what may or may not be affecting their overall total health and wellness.”

“We have worked in traditional provider settings.” “It is different because there is not the same sort of pressure to refer patient to system providers. We can refer them as needed to those specialists we think will be best for our patients and their families. Unfortunately, system specialists are not always the best match.”

Our second visit was to Appvion Clinic which is a clinic managed by ThedaCare for Appvion, formerly known as Appleton Papers, a private sector employer located across from their work facility in Appleton, Wisconsin. This clinic was also impressive. It was staffed a little differently than the Sheboygan clinic in that it had its own Medical Doctor rather than being staffed by Nurse Practitioners. They emphasized their commitment to quality care, which is a well known feature of the ThedaCare model locally as they promote themselves as a performance based organization. This clinic also saw patients that were involved in worker compensation and occupational health issues.

Our final visit to a clinic, was to the clinic managed by Healthstat, in West Bend, Wisconsin, for the West Bend Area School District. There were many positives that were present in this clinic setting as well. Probably the most impressive feature of this clinic was the plan design changes they made with the implementation of their clinic, tying clinic visits to employee discounts in their health plan. Another impressive feature at this clinic was their staffing model. They employed Physicians Assistants in order to provide the opportunity for the clinic to dispense medications to the patients seen.
They conveyed to us that patients enjoy the convenience of being able to see the staff, receive treatment and secure their medication before they leave. This decision has also saved them significant expense related to prescription drug costs, which was of particular interest to the partners.

After the quality of the visits, the partners felt comfortable providing the opportunity for Interra, ThedaCare and Healthstat to submit proposals for service. The partners had learned a significant amount from dialogue with employees, the request for information and presentations they received from potential vendors and also from the site visits as to which services they thought they might be interested in. However, before determining which vendor would be the best fit for the clinic, they wanted to apply their knowledge in the request for proposals in order to see how each of the vendors stacked up. With that goal in mind the partners asked the groups to provide the following information in regard to what services they could they provide and at what cost. Information obtained included details in regard to the following: Ambulatory care, health & wellness programs including health risk assessments with biometrics, assessments, diagnoses and treatment, prescription medication, health coaching, physicals, lab services, medical case / chronic disease management, referrals to specialists, updates to patient’s primary care physician, disability and FMLA case management, worker compensation management, dependent and spousal care, their respective staffing model, their preferred contract term, what reporting capabilities they had, any recommendations they had for a proposed model, overhead, administrative fees and additional services.
Based on the research conducted, the experience of the partners, the information obtained from dialogue with employees as well as potential vendors during the request for information stage, site visits and request for proposals, the partners decided upon the following clinic model; starting out slow with the opportunity for service growth based upon the success of the clinic. Beginning with no worker compensation and limited occupational health, the partners liked the primary services offered by all three finalists. However, they wanted to preserve the opportunity to expand to limited specialty services that were high cost elements in traditional plans such as chiropractic services. The partners also liked the laboratory as well as the drug dispensing options and thought that it could be a significant advantage to have these services available from the outset. This would require staffing of a Physician’s Assistant or Medical Doctor as opposed to a Nurse Practitioner, so that was something that had to be carefully evaluated when it came down to staffing cost projections. A future eye to health coaching was also an item that was important to all three partners. In the meantime however, reporting and disease management would be a good starting point to enhance existing wellness initiatives.

With all these things on the wish list, financial scrutiny was an important analytic component for the partners. As such, the vendors were also asked to provide their financial proposals in a format that was shared with the partners from other groups who had pursued or were also pursuing clinic concepts. Namely the West Bend Area School District Clinic and Waukesha County, the City of Waukesha and the Waukesha Area School District. The partners reviewed this information and a feasibility study the Waukesha group had conducted prior to undertaking their project.
The financial format sought to capture the highest return on investment. Upon final review, Healthstat predicted the highest return on investment, followed by Interra and then ThedaCare. Correspondingly, Healthstat was the highest cost alternative, followed by Interra and then ThedaCare.

Moving forward the partners also agreed to divide the clinic expenses based on their percentage of covered lives. For example, because the Oshkosh Area School District has the most potential users, they have agreed to be responsible for 50% of the clinic costs, Winnebago County will be responsible for 30% and the City of Oshkosh will be responsible for 20%. After the clinic has been up and running for six months, the parties will reconcile costs on a quarterly basis. That means that although the percentage may stay in place for fixed costs, usage will be evaluated and adjustments to the percentages and / or direct billing to each entity will take place.

Vendor selection was a difficult choice because all vendors were of high quality, but after considerable review, the partners decided that Interra was the best fit for the clinic at this time. The only negative element identified for them was their inexperience hiring Physician’s Assistants and dispensing medication. However, they conveyed confidence that it would not be a complex issue for them to overcome and that they believed they could recruit and retain high quality Physician’s Assistants at the same compensation level as they had for Nurse Practitioners.

They are exclusively in the business of managing employer based clinics. They had experience with public sector clinic partnerships.
They provided a sense of flexibility as the clinic grows and partner needs change. Their costs were not the lowest, nor their projected return on investment the highest, however their plans and options provided a comfort level to the partners that we believed best positions the clinic for success.

Clinic site selection was more difficult than the partnership originally anticipated. All partners were interested in something that could be easily accessed off of Highway 41 due to the dispersed nature of all our employees’ homes. A facility size of 3000 square feet was our target size based on the potential to service over 7,000 covered lives among all three partners.

After reviewing several sites in the city of Oshkosh, the partners settled upon two options. The first and preferred option was just off of Highway 21, very near to Highway 41. The second option was not as easily accessed off the highway, but was located in a cluster of professional buildings off of Ohio Street near the familiar locations of the University of Wisconsin Oshkosh, Fox Valley Technical College and the Wisconsin Street Bridge.

After significant discussion with the landlord of the first option, it was discovered that it would not be possible for us to establish our clinic there and dispense medication. The reason was that it was in an area that was also occupied by a Walgreen’s Pharmacy.
Although we plan to only stock a limited formulary, and it would have been convenient for our clinic customers to obtain prescriptions not available at the clinic from the nearby Walgreens, their corporate policy prohibited the dispensing activity at our clinic to take place within a certain distance of their facility.

After losing significant time as a result of this unique occurrence, the partners settled upon the Ohio Street location, have established a draft floor plan and Interra has entered into a lease with the property owners of the facility.

In addition to the aforementioned lease that Interra entered into for the clinic facility, the partners intend to seek approval from their elected bodies in November and December on their individual contracts with Interra Health and on an interagency agreement between the parties (City of Oshkosh agreements can be found in appendices A, B & C). The partners will each also need to enter into business associate agreements with Interra in order to provide for Health Insurance Portability and Accountability Act (HIPAA) compliance.

As previously described, the partners are responsible for enough covered lives to operate a clinic with multiple staff members encompassing a variety of expertise. However, until the clinic is operational and employees, retirees, and their family members feel comfortable attending, the team agreed to start conservatively. With this in mind, the staffing plan calls for hiring two Physicians Assistants and two Medical Assistants.
This initial model will allow for treatment and assistance and will cover the entire schedule each week providing for the backup needs of each Physicians Assistant and Medical Assistant. Additionally, just as the Physicians Assistants will be required to provide patient care and dispense medication, the Medical Assistants will provide medical and clerical assistance for the benefit of the clinic operation. Two staff members from Interra have been assigned to the clinic in a support and administrative capacity and another staff member from Interra will manage the clinic operationally. Interra has already started the recruitment process and the partners will meet prescreened candidates for the positions in November and December.

The branding of the clinic was something that was discussed throughout the process, but it took considerable time for the partners to agree upon something that was acceptable for everyone. All three organizations use a variant of a wave theme for their own individual logo, being that this area is well known for its proximity to several bodies of water. However, to come up with something that represented all three groups, preserved each organization’s identity and spoke to the purpose of a cooperative clinic sponsored by the employers, proved challenging. After much discussion, the partners agreed upon the concept of using the wave in conjunction with the efforts to keep all participants healthy. As a result, the name “Three Waves Health Clinic & Wellness Center” was decided upon.
In Figure 2, (Interra Health, Inc., City of Oshkosh, Oshkosh Area School District & Winnebago County, 2014) the three waves visually symbolize the three organizations supporting the concept of the clinic and the use of words “Three Waves Health Clinic & Wellness Center” reinforces the identity of an effort that the partners hope the participants will “catch and ride” toward a healthy lifestyle.

Figure 2. Three Waves Health Clinic & Wellness Center Logo (Interra Health, Inc., City of Oshkosh, Oshkosh Area School District & Winnebago County, 2014)

In addition to several frequently asked questions documents shared with employees as well as internal employee information meetings each partner has had with employees, a tentative communications plan and timeline is currently in the developmental stage. When complete it will illustrate the planned communications, what the communications will cover, and when the communication events will be scheduled. This plan will also identify any open houses for the clinic and any organizational presentations planned by Interra staff to the respective workplaces to provide information and answer any questions participants may have.
The clinic’s original projected start date was scheduled for January 19, 2015. However, with the delays that took place in securing the location, the specific date has not yet been finalized. It is the partner’s belief that if all approvals, hires, and clinic renovations take place as scheduled, the clinic will open sometime in January of 2015.

Once established and enjoying a high participation rate, additional services can be considered for the clinic.

Although a prudent process is advised, as a common theme in many of the articles I reviewed, utilization information and participation numbers in the clinic can make clinic staffing with different forms of care possible and successful. In the New England Journal of Medicine Perspective dated October 11, 2007 and titled, *The Employer as Health Coach*, the author Dr. Susan Okie discusses the different strategies employers consider when undertaking the challenge of health promotion (Okie, 2007). She suggests that ancillary services may provide the best opportunity to succeed comprehensively. These areas include clinic, pharmacy and dental services.

Other interesting research into the future of employer sponsored clinics included: *Consumerism’s Sea Change: How It Will Affect Your Company in the Coming Years* (Domaszewicz, 2006). This is an article that outlines ten suggestions to promote consumerism and care management, which the author believes are the most effective strategies for managing escalating health care costs. On site clinics is one of the ten strategies and it also provides a service delivery method that supports the other strategies.
Finally, the Wall Street Journal article *Workers Get Health Care at the Office*, describes the variety of services that can be provided at on site clinics, how productivity increases can also be an outcome and how larger companies are integrating services beyond primary care such as lab testing and mental health assistance (McQueen, 2008).
Hypothesis

Based on my review of this subject, I believe the following hypothesis to be reasonable: An employer sponsored health clinic can benefit a public organization because it provides additional options to positively impact health care costs through a variety of comprehensive actions. These actions are an alternative to and a mitigating factor in the reduction of traditional cost shifting to employees.
Explanation of Data / Evidence

This research paper has been organized into three distinct segments that seek to answer three questions; what are employer sponsored clinics? have they been successful and if so, why? and, how can this model be applied to the public sector? We have discussed the common themes that have emerged from the research conducted and why. We also have also chronicled the efforts of the partners responsible for the initiation of the “Three Waves Health Clinic & Wellness Center” in order to illustrate the thought and effort that has taken place while keeping in mind, initial research. Before moving closer to the how, I think it is important to illustrate any other methods that I, and our Oshkosh Area Public Employer Team have also undertaken to take this project from theory to reality in order to provide the greatest potential for us to validate clinic success. As previously mentioned in the site visit section of this paper, one benefit that our team enjoyed as we assessed the possibility of collaborating on an Employer Sponsored Cooperative Health Clinic for our collective employees, is the fact that a member, Mike Collard, currently the Human Resource Director for Winnebago County, Wisconsin was formerly the Human Resource Director for Sheboygan County, Wisconsin. In his previous position, Mr. Collard successfully launched one of the first public sector clinics in Wisconsin. In addition to this experience, he then opened the clinic up to other public partners, those being the City of Sheboygan, Wisconsin and the Sheboygan Wisconsin Area School District.
Discussions with Mr. Collard as well as evaluating Sheboygan County and other organizations that have undertaken a clinic project have provided case study information to help augment and focus the research that I have gathered regarding clinic exploration.

Sheboygan County adopted its employee clinic in 2008. They started small with leased space in a Sheboygan office building and one nurse practitioner. With the additions of the City, School District, and clinic popularity, their staff has grown to two nurse practitioners, two medical assistants, two chiropractors, a receptionist and a part time health coach. The clinic has also been helpful in the County’s ability to amass a surplus of over eight million dollars as part of their self-funded health plan reserve. In discussing the success of the clinic, Mr. Collard focused on one important start up measurable; what percentage of our office visits must be made to our employee clinic for us to break even? That number in 2008 was 23%. As I have been able to obtain from my research, if the proper differential cost incentives are put in place in order to encourage employees to visit the clinic, some have enjoyed participation rates up to and exceeding 70%. Just as Sheboygan County started small and added services as their clinic became more successful, it seems like that is a pattern of behavior that extends to other successful clinic operators. The Figure 3 results of the Towers Watson survey, (Towers Watson, 2012) illustrates this pattern. When they asked employers if they have now, are currently planning to offer, or neither offer or plan to offer any of the following services.

Once successful, the services provided continue to focus on wellness-oriented activity, but can extend into other areas based on utilization needs.
Figure 3. Medical Services Currently Offered or to be Offered Within 12 Months

(Towers Watson, 2012)

<table>
<thead>
<tr>
<th>Service</th>
<th>0%</th>
<th>20%</th>
<th>40%</th>
<th>60%</th>
<th>80%</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biometric screening</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>81</td>
</tr>
<tr>
<td>Urgent care</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>First responder</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>70</td>
</tr>
<tr>
<td>Occupational health</td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td></td>
<td>22</td>
</tr>
<tr>
<td>Primary care</td>
<td></td>
<td></td>
<td></td>
<td>66</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td>EAP counseling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>52</td>
</tr>
<tr>
<td>Minor surgery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>39</td>
</tr>
<tr>
<td>Limited (prepackaged) pharmacy</td>
<td></td>
<td></td>
<td></td>
<td>48</td>
<td>5</td>
<td>48</td>
</tr>
<tr>
<td>Physical therapy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>43</td>
</tr>
<tr>
<td>Full onsite pharmacy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>53</td>
</tr>
<tr>
<td>Concierge pharmacy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>41</td>
</tr>
<tr>
<td>Radiology</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>52</td>
</tr>
<tr>
<td>Telemedicine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td>69</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>64</td>
</tr>
</tbody>
</table>

- Have now
- Planning
- Neither offered nor planned
Discussion

Because I am using qualitative data for my research project, it is not possible to test my hypothesis in the same manner that would be available to me if I had used quantitative data. However, in consideration of the evidence collected, including the cases studied, I believe I can confirm my hypothesis. I can also confirm several guidelines that appear to have a positive effect on the success of my hypothesis. Those are:

- Select a clinic partner with experience – You may only have one chance to be successful.
- Evaluate utilization patterns in order to determine staffing needs.
- Start small, provide for a positive experience, and build confidence in the clinic.
- Plan for Employer/Employee Savings - Incentivize participation. It does not matter if the clinic is less expensive, if no one visits.
- Make it Convenient – Again, if the clinic is not accessible it will not be utilized and it will not reduce ancillary issues, such as excessive sick leave use. With the increased usage brought about by the Affordable Care Act, this option can help stem health care avoidance by providing another access point.
- Plan for Primary Care – Managing primary care can reduce self-referrals and correspondingly the increased costs of specialty care.
- Integrate Wellness – By providing a vehicle for a holistic approach to medicine, high cost claims can be avoided. Healthier employees & their family members can be the outcome.

- Carefully consider Labor Relations – Ensure record and visit privacy, focus on wellness, reduce health care costs for the employer and employee rather than shifting costs to the employee without addressing core issues. Frame the clinic as a benefit. Become an employer of choice. Engage employees in the programming and development.

- Future Issues – Carefully monitor usage, consider enhancements when prudent, keep employees involved, and re-invest savings when warranted.

Figure 4. Other Services Currently Offered or to be Offered Within 12 Months (Towers Watson, 2012)
Figure 5. How Do You Staff Your Onsite Health Center? (Towers Watson, 2012)

<table>
<thead>
<tr>
<th>Method of Staffing</th>
<th>Center in place</th>
<th>Planning a center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracted through a third-party onsite health services vendor</td>
<td>67.2%</td>
<td>70.4%</td>
</tr>
<tr>
<td>Directly employed by your organization</td>
<td>18.8%</td>
<td>16.9%</td>
</tr>
<tr>
<td>Contracted through a local health system, hospital or physician group</td>
<td>4.7%</td>
<td>4.2%</td>
</tr>
<tr>
<td>Other</td>
<td>9.4%</td>
<td>8.5%</td>
</tr>
</tbody>
</table>

Figure 6. Do You Currently or Plan to Allow Any of the Following to Use the Services of the Health Center Within 12 Months? (Towers Watson, 2012)

<table>
<thead>
<tr>
<th>Category</th>
<th>0%</th>
<th>20%</th>
<th>40%</th>
<th>60%</th>
<th>80%</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse of employees</td>
<td>32</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td>45</td>
</tr>
<tr>
<td>Children of employees</td>
<td>32</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td>54</td>
</tr>
<tr>
<td>Former employees on COBRA</td>
<td>24</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td>66</td>
</tr>
<tr>
<td>Temporary employees</td>
<td>21</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>73</td>
</tr>
<tr>
<td>Retirees</td>
<td>19</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>76</td>
</tr>
<tr>
<td>Contract employees</td>
<td>17</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>78</td>
</tr>
<tr>
<td>Retirees and their families</td>
<td>17</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td>80</td>
</tr>
</tbody>
</table>

- Have now
- Planning
- Neither offered nor planned
In regard to future issues, as was illustrated in Figures 4, 5 & 6 (Towers Watson, 2012) Towers Watson also evaluated those employers who went beyond traditional medical services. They looked at other services considered, along with staffing and participation issues and used the same standards of distinction they used in Figure 3.
Conclusion

There was a significant amount of information available for my research. However not much peer reviewed information exists on public sector clinics. I believe this is because it is a relatively new concept to this work sector.

Although employer sponsored clinics have been in existence in the private sector for many years, they became much more popular recently as a means to control costs, as health care has escalated to cost levels that had not been seen before in the United States.

Escalating costs as well as the impact of the Affordable Care Act, have had and will continue to have an impact on how health care services are delivered, and how patients and doctors will prefer to receive and provide them.

Clinics have evolved and will continue to evolve as American societies’ emphases on time and convenience continue to be present. I am encouraged that the initiatives are not all about cost reduction. It seems clear from the initial research, that quality and satisfaction of the patients as well as the health care providers have an effect on utilization.

Finally, based upon the evidence I have been able to gather, it is clear that employer sponsored clinics can be universally successful if well planned and managed. With this thought in mind, I am confident that an employer sponsored health clinic can benefit a public organization.
This is not only because they face the same problems private sector employers face in regard to health care but also because they provide additional options to positively impact health care costs through a variety of comprehensive actions. These actions, as they also are in the private sector, are an alternative to and a mitigating factor in the reduction of traditional cost shifting to employees.

Clinics are not the only answer for escalating costs however. In addition, modest savings should be the organization’s expectation. These expectations coupled with actions designed to improve health, manage disease and consumerism are necessary in order to implement a strategy that can comprehensively succeed for the employer and employees.
APPENDIXES
APPENDIX A:

INTERRA AGREEMENT
AGREEMENT FOR THE PROVISION OF INTERRA HEALTH®, INC. SERVICES

This Agreement for the Provision of Interra Health®, Inc. Services (Agreement) is made and entered into this ___ day of October, 2014, and sets forth the terms and conditions on which Interra Health, Inc. (Interra Health) will provide services for the City of Oshkosh (Client). In this Agreement, Client and Interra Health each may be referred to as a Party or collectively as the Parties.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. Definitions

Annual Fee – Fee(s) for services provided by Interra Health to a Client each calendar year other than the Engagement Fee. The Annual Fee does not include Travel Charges.
Client – Entity to which Interra Health agrees to provide Interra Health Services
Engagement Fee – Startup fee required before initiation of services
Health Screen - Includes the InHealth Risk Assessment™ and InHealth BioScreen™
InHealth BioScreen™ - Biometric testing by Interra Health
InHealth Care™ - Healthcare services provided by Interra Health providers and/or Interra Health’s partner providers.
InHealth Care™ clinic staff – Includes Interra Health providers and support staff located within clinic such as medical doctors, nurse practitioners, chiropractors, physical therapists, medical assistants, receptionists, etc.
InHealth Coaching™ - Health coaching by Interra Health
InHealth Consulting™ - Program design, administration, custom reporting, programming, etc. by Interra Health
InHealth Data Tracker™ - Program reporting by Interra Health
InHealth News™ - Monthly electronic newsletter by Interra Health
InHealth Rewards™ - Incentive program design, administration and reporting by Interra Health
InHealth Risk Assessment™ - Comprehensive health risk assessment questionnaire by Interra Health
InHealth Scheduling™ - Online appointment setup and scheduling by Interra Health
InHealth Total Wellness™ - Comprehensive wellness program, including the following products: InHealth BioScreen, InHealth Risk Assessment, InHealth Coaching, InHealth Rewards, InHealth Consulting, InHealth Scheduling, InHealth Data Tracker, InHealth News.
Participant – Any person who partakes in the InHealth BioScreen or submits required biometrics from physician to Interra Health
Service – Any service provided by Interra Health under this Agreement, including InHealth BioScreen, InHealth Coaching, InHealth Consulting, InHealth Data Tracker, InHealth News, InHealth Rewards, InHealth Risk Assessment, and InHealth Scheduling
Service Start Date - The date on which Interra Health Services are to be in operation. The service start date shall be equivalent to the start date of the lease between Interra Health and the landlord for the clinic space housing the Wave Health Clinic.
Trademarks - Those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by Interra Health in connection with the production, marketing, sale and distribution of Interra Health Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation.

Travel Charges – Costs incurred for travel and transportation (airfare, car rental, mileage, etc.), travel time (half-rate), meals and lodging.

**Article II. Intellectual Property and General Terms**

**Section 2.1 Trade Secrets.**
The Parties recognize and acknowledge that, in performing Services under this Agreement, Interra Health will necessarily use and apply information that constitutes trade secrets (“Trade Secrets”) as that term is defined by applicable statutes and it may be necessary for Client to be exposed to such Trade Secrets to allow the Services to be performed. Client agrees not to use or disclose any Interra Health Trade Secrets, or permit any person to examine and/or make copies of any documents that contain or are derived from Interra Health Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect Interra Health’s Trade Secrets as if they were Client's Trade Secrets. In so doing, Client shall comply with any reasonable request from Interra Health for the protection of Trade Secrets. Likewise, any Trade Secret or business information revealed by Client or its member companies to Interra Health shall not be disclosed in any way by Interra Health. This provision shall be interpreted to be consistent with and shall in no way limit Client’s duty to comply with the Wisconsin Public Records Law.

**Section 2.2 No Rights to Interra Health Property.**
- Nothing in this Agreement shall be construed (a) to give Client any right, title or interest in or to any of Interra Health Trademarks, commercial names, copyrighted materials, intellectual property, Trade Secrets, confidential information, or other property of Interra Health, or (b) that the Interra Health system or any Interra Health property is in any way being sold, transferred, conveyed or otherwise given to Client.
- Client acknowledges and agrees that it has no right, title or interest in or to any system or other applications designed for and used in connection with the Interra Health program or Services.
- Except as provided below, all electronic and other documents including reports and spreadsheets prepared or furnished by Interra Health pursuant to this Agreement will be the property of Interra Health. Client may be provided copies for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any other manner by Client. Except as provided below, any Interra Health documents will be regarded as intellectual property of Interra Health.
- Except as provided below, without Interra Health prior written consent, Client shall not use, directly or indirectly, any property of Interra Health for any purpose except for its own use, information and reference in connection with the Services provided under this Agreement.
- Notwithstanding the foregoing, any reports of aggregate statistical data (e.g. usage reports) furnished by Interra Health to the Client that contain no Protected Health
Information (as defined under 45 CFR § 160.103) shall become the property of the Client. Client’s property rights in such reports shall not be construed to give Client any right, title or interest in or to any of Interra Health’s Trademarks, commercial names, copyrighted materials, intellectual property, Trade Secrets, confidential information or any other property of Interra Health.

• This provision shall be interpreted to be consistent with and shall in no way limit Client’s duty to comply with the Wisconsin Public Records Law.

Section 2.3 Relationship of Parties.
The Parties expressly understand and agree that Interra Health is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities, damages, or debts of any type whatsoever that may arise on account of Interra Health activities, or those of its employees or agents, in the performance of this Agreement. Neither Client nor Interra Health has any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other. Each Party is independent of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Their only relationship is by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Article III. Services and Fees

Section 3.1 General Duties and Fees
Client shall pay an Engagement Fee of $13,000.00 to Interra Health by the Service Start Date (or earlier if Client wishes to begin services prior to the execution of this Agreement). Client shall pay the Annual Fee as set forth below.

Interra Health shall be responsible for providing, in accordance with the terms and conditions of this Agreement and reasonable business practices, the marked (☑) services for the associated fee during the term of this Agreement. Client acknowledges and agrees that Interra Health may employ the services of non-employee contractors, partners, and agents, including but not limited to physicians who are not Interra Health employees, in the course of providing services under this Agreement provided, however, that Interra Health is responsible for insuring compliance with all applicable terms and conditions of this Agreement and any applicable law, regulation and statute in relation to such services. Interra Health will maintain legal compliance to the best of Interra Health’s knowledge and ability. If, during the Agreement duration, Client purchases services not checked in the Agreement, the listed a la carte pricing will apply unless otherwise amended in writing signed by the legally authorized representative for each Party.

Summary of Program Services and Fees

☑ InHealth Total Wellness™

☑ InHealth Total Wellness Comprehensive wellness programming will be provided for a fee of $0.00/participant.

• Included services: InHealth Consulting, InHealth Risk Assessment, InHealth BioScreen, InHealth Scheduling, InHealth Challenges, Results Consultations, InHealth Coaching, InHealth News, InHealth Medical
Management, InHealth Logs, InHealth Rewards, and InHealth Data Tracker, MEDai

InHealth Risk Assessment™
- Online assessments will be provided at a cost of $0.00/participant.
- Paper assessments will be provided at a cost of $12.00/participant.
- Online assessments are included in the cost of the InHealth Total Wellness program, or InHealth BioScreen. Paper assessments will be provided at an additional cost of $5.00/participant.

InHealth BioScreen™
- Pricing in this section is based on a participation level of at least 50% of the Client’s eligible employees
- InHealth BioScreen will be provided for a fee of $52.00.
- InHealth BioScreen is included in the cost of the InHealth Total Wellness program.
- Physician Results submitted in lieu of completing the InHealth BioScreen will be discounted at a rate of $10.00/qualifying submission.
- The following tests are included in the cost of the InHealth BioScreen (height, weight, Blood Pressure, Total Cholesterol, LDL, HDL, TC/HDL Ratio, Triglycerides, Glucose, Waist Circumference, Body Mass Index, and Percent Body Fat). Additional tests will be provided as indicated below. Cost(s) associated with additional testing is listed next to the corresponding test.
  - Nicotine QT: + $9.25/test – if elected
  - Chem. 14 Panel: + $5.00/test – if elected
  - PSA: + $15.00/test
  - TSH: + $15.00/test
  - Smokerlyzer®: + $5.00/test
  - Other: + $0.00/test
  - Other: + $0.00/test

Biometric tests will be performed via the following methods:
- Fingerstick
- Venipuncture
- Fingerstick and Venipuncture – method dependent on location

- A low participant surcharge will apply to locations with <8 participants per shift/day/location:
  - $85.00 per participant will be added for screening locations with 1 participant per shift/day/location.
  - $20.00 per participant will be added to screening locations with 2-8 participants per shift/day/location.
- After hours (9:01pm – 5:59am local time) and weekend screens will incur an additional fee of $0.00/screen.

Report and Results Consultations
- One (1) immediate Results Consultation per InHealth BioScreen participant is included in the cost of the InHealth Total Wellness program or InHealth BioScreen
- Immediate Results Consultations will be provided at a cost of $6.00/consultation.
- Telephonic Report Consultations will be provided at a cost of $11.00/consultation.

InHealth Coaching™
Telephonic coaching is included in the cost of the InHealth Total Wellness program (Hours provided are based on program participation. See “InHealth Coaching” for calculation of hours to be provided.)

Onsite coaching provided by Nurse Practitioners and/or Medical Assistants is included in the cost of Nurse Practitioner and Medical Assistant hourly rates.

Telephonic coaching will be provided for a fee of $60.00/hour. Coaching will be provided telephonically for up to 0 hours/month.

InHealth News™
- InHealth News will be provided for a fee of $0.00/participant.
- InHealth News is included in the cost of the InHealth Total Wellness program, or InHealth BioScreen.

InHealth Scheduling™
- InHealth Scheduling will be provided for a fee of $0.00/participant.
- InHealth Scheduling is included in the cost of the InHealth Total Wellness program, or InHealth BioScreen.

InHealth Consulting™
- InHealth Consulting will be provided for a fee of $125.00/hour and administrative work for a fee of $0.00/hour.
- InHealth Consulting is included in the cost of the InHealth Total Wellness program.

InHealth Rewards™
- InHealth Rewards self-reported programming is included in the cost of the InHealth Total Wellness program.
- Self-reported InHealth Rewards programming will be provided for a fee of $10.00/participant. Participant activities will be self-reported online without document verification by Interra Health.
- Verified InHealth Rewards programming will be provided for a fee of $20.00/participant. Participant activities will be submitted to Interra Health with verified documentation.

InHealth Data Tracker™
- Standard reporting is provided at no cost with applicable service. Applicable standard reports include:
  - Participation Report (electronic format)
  - Executive Report (Aggregate Report)
    - An Interra Health representative will conduct one (1) webinar on-site Executive Report presentation per program year.
- Individual Risk Reports
- Incentive Report
- InHealth Coaching Quarterly Reporting
- Quarterly Provider Service Report by CPT Code Volume (includes number of CPT codes with description)
- Quarterly Laboratory Service Report by CPT Code Volume (includes number of CPT codes with description)
- Custom Reports are subject to consulting fees of $125.00/hour

Additional Services
- Flu Vaccines will be provided for a fee based on annual supply rates but shall not exceed $30/participant. – If elected.

InHealth Care™ onsite/near site clinic will include the following providers and services:
- Engagement fee one time and payable at contract signing for an amount of $13,000.00.
- Office Lease Reimbursement per Attachments A and B (attached). Reimbursement shall not exceed $8,470.00 per month.
- Physician Assistant/Nurse Practitioner(s) for a fee of $104.00/hour (if 80 hours/week or more at this clinic) or $115.00/hour (if 40-79 hours/week at this clinic) for 46 weeks/year (Includes InHealth Medical Management™). Client will pay for 20% of the total physician assistant/nurse practitioner charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Chiropractor(s) for a fee of $90.00/hour for 40 hours/week for 46 weeks/year
- Medical Assistant(s) for a fee of $30.00/hour for 80 hours/week for 46 weeks/year. Client will pay for 20% of the total medical assistant charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Receptionist(s) for a fee of $25.00/hour for 40 hours/week for 46 weeks/year
- Collaborating Physician Fee of $0.00/month
- Vaccines invoiced at Interra Health’s cost plus 16.5%. Vaccines will be invoiced monthly to the Client as they are consumed.
- Rx Pharmacy Prescription and dispensing invoiced at Interra Health’s cost plus 16.5%. Prescriptions will be invoiced monthly to the Client as they are consumed.
- MEDai Claims Chronic Disease Management Patient compliance tracking billed at $9.00/eligible primary insured/year.
- Development and implementation of InHealth Care program
- Recruitment and staffing of InHealth Care program (to include staff listed above)
  - Physician Assistants will have prescribing and dispensing privileges unless otherwise noted.
  - Billable hours include patient care, administration, client meetings, etc.
  - Interra Health will provide equipment and supplies necessary for patient care and basic office administration (e.g. exam table, medical supplies, computer, etc.)
  - Labs performed through the InHealth Care program will be billed to Client at “provider” rates
  - Prescriptions prescribed and dispensed through the InHealth Care program will be billed to Client at “provider” rates. Client will be invoiced for the initial inventory and then invoiced as restocking occurs.
  - Clinic services take place up to ~46 weeks per year (due to Continuing Education, Vacation, Holidays, etc.)
  - Interra Health may staff the clinic with another comparable provider and/or staff member during vacation, continuing education and sick days.
- Management of InHealth Care
  - Account Management site visits will take place once/week, two (2) months prior to the clinic’s opening and once/month during the year.
- Initial promotion of InHealth Care program which may include:
  - Email and print communications
  - Employee Kick-Off Meetings/Webinar
• Clinic Grand Opening

InHealth Total Wellness™
  o A participant is defined as any person who completes the InHealth BioScreen or submits Physician Results in lieu of a biometric screening.
  o Includes the following products: InHealth BioScreen, InHealth Risk Assessment, InHealth Coaching, InHealth Rewards, InHealth Consulting, InHealth Scheduling, InHealth Data Tracker, and InHealth News.
  o Available health coaching hours for InHealth Total Wellness programming is based on the following formula: three (3) hours/week per 100 participants. [Example: a group of 1,000 participants equate to 30 hours per week]

InHealth Risk Assessment™
  o Access to InHealth Risk Assessment for all program participants.
  o For the first year of the program, participants that complete the paper assessment will receive a full paper report. Each additional year of the program, participants that complete paper assessments shall receive paper summary reports. Full reports may be requested by each participant in writing.
  o Any extension to the schedule may be subject to additional fees (see Section 3.2 Additional Fees).
  o Custom questions may be added to the InHealth Risk Assessment for an additional fee (see section 3.2 Additional Fees).

InHealth BioScreen™
  o Access to InHealth BioScreen for all eligible program participants.
  o Cotinine (nicotine metabolites) testing is only performed on participants who state they are NOT tobacco users. TSH tests are recommended for female participants ≥ 40 years of age. Tests will be performed according to these recommendations unless specifically requested differently by Client.
  o Travel Charges may apply (See Section “Additional Fees”).
  o Qualifying physician blood result submissions must have a test date no older than three (3) months prior to first screening date of the InHealth BioScreen and can have no more than two (2) missing required values.
  o Interra Health will not reimburse participants submitting results from a third party for any costs incurred including co-pays, deductibles, coinsurance, etc.
  o The Heath Screen process will take place for a time period determined during program design and stated in the approved screening schedule. The time period is based on the number of projected participants and Client locations.
  o Any extension to the schedule may be subject to additional fees (see Section 3.2 Additional Fees).

InHealth News™
  o Electronic monthly newsletter made available to all participants with a valid email address in the Interra Health system.

InHealth Scheduling™
  o Development of screening schedule (includes dates, times and locations).
Online scheduling tool for participants to schedule, change, and delete InHealth BioScreen, InHealth Coaching, and consultation appointments.
- Confirmation and reminder emails for all scheduled appointments.
  - Confirmation emails are sent immediately following setting/changing of appointment.
  - Reminder emails are sent morning of day prior to appointment.
- Email functionality requires valid emails present in the Interra Health database.
- Production of applicable InHealth Data Tracker reports.

**InHealth Consulting™**
- Includes wellness program design and implementation, wellness program management, telephonic participation on wellness committees, Executive Report meetings, technology development, etc.
- The number of included consulting and administrative hours is based on the following ratio: 25 hours per 500 participants. Additional hours are subject to a la carte rates.
- Travel Charges may apply (See section 3.2 Additional Fees).

**Report and Results Consultations**
- Onsite immediate Results Consultations require fingerstick blood collection.
- Immediate Results consultations are performed immediately following the InHealth BioScreen and last approximately 3-5 minutes.
- Telephonic Report Consultations last approximately 10-15 minutes.
- Interra Health will provide the same number of telephonic Report Consultation timeslots as the number of participants that complete the InHealth BioScreen, plus an additional 5%.
- Any extension to the schedule may be subject to additional fees (see Section 3.2 Additional Fees).

**InHealth Coaching™**
- Staffing of a certified Health Coach to provide InHealth Coaching services.
- Coaching hours include other Client related services such as Client/participant specific research, administration, Client conference calls, etc.
- Health coaching may take place approximately 46 weeks per year (due to vacation, holidays, Health Screens, etc).
- Coaching hours shall be allocated based on the following formula: up to three (3) hours/week/100 participants.
- Standard rates apply to coaching hours between 8:00am - 6:00pm CST. Additional fees may apply for after hours and weekend appointments (see Section 3.2 Additional Fees).
- Production of applicable electronic InHealth Data Tracker reports.

**InHealth Rewards™**
- For self-reported InHealth Rewards programs, participant activities will be self-reported online without document verification by Interra Health.
- For verified InHealth Rewards programs, participant activities will be submitted to Interra Health with verified documentation.
- Design of incentive model to include participation and follow-up program activities and rewards.
- Tracking of follow-up program participation.
Production of applicable electronic InHealth Data Tracker.
Any extension to the schedule may be subject to additional fees (see Section 3.2 Additional Fees).

**InHealth Data Tracker™**
- Standard reporting is provided at no cost with applicable service. All reports are provided in electronic format.
- Participation Report: Interra Health will provide one (1) Participation Report within two (2) weeks of the Health Screen closing date.
- Executive Report (Aggregate Report): Interra Health will provide one (1) Executive Report meeting within four (4) weeks of the Health Screen closing date. An electronic version and five (5) paper copies of the Executive Report will be provided at the time of the Executive Report presentation.
- A minimum of 50 participants is required to generate a full Executive Report.
- Individual Risk Reports: Participants that complete the InHealth Risk Assessment online will have unlimited access to view and print their online Individual Risk Report. Paper reports can be provided to online participants for an additional fee (see Section 3.2 Additional Fees). For the first year of the program, participants that complete the paper assessment will receive a full paper report. Each additional year of the program, participants that complete paper assessments shall receive paper summary reports. Full paper reports may be requested by each participant in writing.
- Incentive Summary: Interra Health will provide one (1) Final Incentive Summary within two (2) weeks of the program closing date.
- InHealth Coaching Quarterly Reporting: quarterly reports will be provided on a calendar quarter regardless of Service Start Date.
- Reports in addition to those listed above are deemed “Custom Reports” and are subject to custom reporting fees (see Section 3.2 Additional Fees).
- Custom reports require a minimum of three (3) full business days (72 hours) prior to report being submitted by Interra Health to Client.

**Section 3.2 Additional Fees**
- Travel Charges: No travel charges shall be charged to the Client by Interra Health or by any of its subcontractors for services performed within Winnebago County or any adjoining county absent the express written consent of the Client. Under no circumstances shall any travel expenses be charged in relationship to laboratory work performed by Interra Health or by any of its subcontractors. Cancellation charges may apply to any schedule cancellations or changes. Cancellation charges will include any non-refundable travel expenses incurred by Interra Health. Cancellation charges shall apply only to the cancellation of clinic services and are the sole responsibility of Client. At no time shall individual employees be responsible for cancellation fees.
- A cancellation charge of $250.00/cancelled (or changed) event/day will apply if changes are made within 72 business hours of event if using Interra Health employees or direct contractors.
- Cancellation charges for events performed via an Interra Health screening partner company will be invoiced according to the following schedule:
Venipuncture – will invoice 100% of the total of scheduled services unless notified of cancellation at least fourteen (14) calendar days in advance of the scheduled program date.

Fingerstick – **Day of the Event** – Billed at full cost based on expenses and the actual number of participants expected. **One to four (1-4) business days prior to the event** – Billed at 50% of the anticipated number of participants plus any expenses incurred. **Prior to five (5) business days** – Bill only expenses that cannot be recuperated (typically airfares, sometimes hotel, and shipping).

- Any extension to the schedule (InHealth BioScreen, InHealth Risk Assessment, InHealth Coaching, Report Consultations, etc.) may be subject to fees calculated using the following formula: 
  \[
  \text{Extension fee} = \text{# of eligible participants} \times \$0.15 \times \text{# of days extended}.
  \]
  Extension fees due to greater than expected participation may be waived at the sole discretion of Interra Health.

- Custom questions may be added to the InHealth Risk Assessment for a fee of $250.00 for setup, plus $50.00 per custom question.

- Standard rates apply to InHealth Coaching hours between 8:00am and 6:00pm CST, Monday through Friday. An additional fee of $10.00/hour will apply to coaching hours Monday through Friday from 6:01pm - 7:59am CST and on weekends.

- Participants that complete the InHealth Risk Assessment online will have unlimited access to view and print their online Individual Risk Report. Paper reports can be provided to online participants for an additional fee of $5.00/report.

- Data transmission to a third party vendor will be invoiced at a flat rate of $500.00. This includes biometric data in either individual or aggregate form (example: a disease management firm). This rate is only valid during the length of this contract.

- If Client does not have a valid contract with Interra Health, data transmission fees to another wellness vendor shall be billed at a rate of $100.00 for setup and $3.00 per individual record (annual set of biometrics) that is requested to be transferred.

- Reports requested in addition to included standard reports are deemed “Custom Reports” and are subject to custom reporting fees of $125.00/hour.

- Postage charges apply to materials sent to Client or participant homes unless otherwise stated.

**Section 3.3 Billing**

- As described in Section 3.1, the Engagement Fee will be collected prior to the initiation of any services.

- Services will be billed according to the billing schedule described in this Section. If Services for additional year(s) are initiated before the termination of this Agreement, Client will be obligated for all fees described in Section 3 of this Agreement unless specifically stated otherwise in a future Agreement.

- The following a la carte Services will be billed to Client on a monthly basis as they are rendered (or costs incurred):
  - InHealth Risk Assessment
  - InHealth BioScreen
  - InHealth Consulting*

*fees in excess of those included in the InHealth Total Wellness program
☐ InHealth Scheduling
☐ Report Consultations
☐ InHealth Coaching
☐ InHealth Data Tracker*
*fees in excess of those included in the InHealth Total Wellness program
☐ InHealth Rewards
☐ InHealth News
☒ Travel Charges
☒ Postage
☒ InHealth Care
☒ Clinic Labs
☒ Vaccines
☒ MEDai*
*fees in excess of those included in the InHealth Total Wellness program
☒ Rx Prescriptions & Dispensing

☐ Invoicing for InHealth Total Wellness will take place as follows:
  ○ Client will be invoiced monthly at a rate of $00.00/completed InHealth BioScreen. Qualifying Physician Results submissions will be credited at a rate of $00.00/submission. Such invoicing will take place until InHealth BioScreen completion.
    • A participant is defined as any person who completes the InHealth BioScreen or submits Physician Results in lieu of a biometric screening. Participants who do not complete the InHealth BioScreen or submit Physician Results may be subject to a la carte pricing.
    • Additional fees will be billed on a monthly basis as they are rendered (or costs incurred).
    • Interra Health does NOT provide adjustments to the monthly invoices for terminated employees or participants.

Article IV. Distribution and Collection of Revenue
Execution of this Agreement by Interra Health and Client constitutes Client’s written confirmation to Interra Health of Annual Service Minimums for service provided by physician’s assistants, nurse practitioners, medical assistants, and other medical personnel as agreed upon by the Parties. Services will be made available by Service Start Date(s) upon execution of this Agreement by both Parties. Interra Health will provide, design, and setup services prior to Service Start Date, if engagement fee is paid in full. Interra Health will not conduct services prior to the execution of this Agreement by both parties.

Client shall be responsible under this Agreement for the payment to Interra Health of all fees, including the Annual Fee, Engagement Fee, Travel Charges, and other cost as billed as enumerated herein. If Client pays Interra Health late, defined as thirty (30) days past receipt of invoice, and there is no bona fide dispute as to the invoiced amount, Interra Health will be entitled to impose a financial penalty of 1.5% per month on the portion of the invoice that is not paid within terms.
Article V. Responsibilities of Client

Section 5.1 General Duties.
Client shall be responsible for providing, in accordance with the terms and conditions of this Agreement and reasonable business practices, the following services during the term of this Agreement:

- Provide Interra Health with all required data, unless protected pursuant to federal or state law, to properly populate system database.
- Incorrect, incomplete, improperly formatted, and/or late data will require additional processing time and is subject to additional consulting fees.
- Active wellness program support and promotion including correspondence with Interra Health about matters that might directly or indirectly affect the success of the wellness program.
- Sufficient private near site space at Client’s place of business and support for Interra Health personnel and participants while conducting wellness program services.

Section 5.2 Marketing and Promotional Support.
Marketing and promotional support will be conducted as described in Article III of this Agreement. During this time, Client shall provide Interra Health reasonable access to Client-owned employee communication channels so that Interra Health can fulfill such obligations.

Section 5.3 Report of Problems.
Client shall provide prompt notification to Interra Health of any problems encountered by Client, Client’s participants, or other patrons of the program, if such problems become known to Client.

Article VI. Representations and Warranties.
Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated herein, and (b) the execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party’s organization documents or (ii) violate any statute, injunction, or decree of any court or of any public, governmental, or regulatory body, agency, or authority applicable to such Party. Interra Health represents and warrants that all services provided under this Agreement shall be provided in a manner consistent with the highest standards applicable in the industry, shall be provided in a good and workmanlike manner and shall comply with all applicable laws, statutes and regulations.

Article VII. Insurance.
Interra Health shall be required to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of $3,000,000.00 per occurrence for bodily injury and for property damage. Upon request by Client, Interra Health hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above. Interra Health agrees that it will maintain workers’ compensation insurance for Interra Health employees in an amount not less than the statutory requirements. Interra Health agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance in the amount of $1,000,000.00 per claim/$3,000,000.00 aggregate.
Article VIII. Indemnification and Liability.

Section 8.1 Indemnification.
Interra Health, on behalf of itself, its contractors and agents (“Interra Health Parties”), covenants and agrees to protect and hold Client harmless against all actions, claims, and demands which may be caused by or result from the intentional or negligent acts of the Interra Health Parties related to the performance of this Agreement or be caused or result from any violation of any law or administrative regulation by the Interra Health Parties, and shall indemnify or refund to Client all sums including court costs, attorney fees, and punitive damages which Client may be obliged or adjudged to pay on any such claims or demands caused by or resulting from intentional or negligent acts of the Interra Health Parties as specified in this paragraph.
Subject to any limitations contained in Sec. 893.80, and any similar statute, of the Wisconsin Statutes, Client agrees to indemnify and hold the Interra Health Parties harmless from and against any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including reasonable attorney’s fees), or damages to person or property arising out of the intentional or negligent acts of Client or its officers, employees or agents while acting within the scope of their employment.

It is the intention of the parties to this Agreement that each party shall be solely responsible for its own actions and activities and the actions and activities of its own officers, employees and agents while acting within the scope of their employment.

Section 8.2 Liability.
Neither party shall be liable to the other for consequential, indirect, incidental or punitive damages, which were not reasonably foreseeable or within the contemplation of the parties at the time of formation of this Agreement.

Section 8.3 Survival of Indemnification.
The provisions of this Article VIII shall survive termination or expiration of this Agreement.

Article IX. Term

Unless terminated earlier as provided in this Article IX, this Agreement shall have an initial term of thirty-six (36) months from the Service Start Date, and thereafter on each annual anniversary of the Service Start Date (beginning with the first anniversary) the term of this Agreement shall automatically be extended an additional twelve (12) months unless on or before ninety (90) days immediately preceding any such anniversary date, either Party gives notice to the other that the term shall not be extended beyond the expiration date of the then-current term. Expiration of this Agreement shall not relieve Interra Health of its obligation to perform certain functions required of Interra Health following expiration as those functions are identified in this Agreement.

Article X. Miscellaneous

Section 10.1 Notices.
Any notice required or permitted under this Agreement shall be given in writing by the Party’s authorized representative, and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and
addressed to the Party to be notified at the address indicated below for such Party, or at such other address as the Party may designate by ten (10) days’ advanced written notice to the other Party:

If to the City of Oshkosh:
Assistant City Manager/Director of Administrative Services
City of Oshkosh
215 Church Avenue
Oshkosh, Wisconsin 54903-1130

If to Interra Health:
Interra Health, Inc.
1675 N. Barker Rd., Suite 200
Brookfield, WI 53045

Section 10.2 Consents, Approvals, and Exercise of Discretion.
Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

Section 10.3 Regulatory Compliance.
Interra Health represents and warrants that it is fully licensed and authorized to perform all obligations and duties required of Interra Health hereunder. Interra Health accepts all responsibility for, and shall at all times comply with all federal, state, and local regulations and laws governing its operation of healthcare services generally, and Interra Health services in particular.

Section 10.4 Non-Waiver.
The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

Section 10.5 Press Releases.
If Client or Interra Health issues a press release announcing this Agreement, each Party has the right to review and approve said press release. Both Parties further agree to participate in future press releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

Section 10.6 Assignment.
Neither this Agreement, nor any part hereof, may be transferred or assigned without the prior written consent of the other Party, which consent may be withheld for any reason whatsoever.

Section 10.7 Governing Law and Dispute Resolution.
This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin, without regard to conflict of law principles. The Parties shall, in good faith, attempt to mediate any dispute arising out of or in connection with this Agreement with a mediator selected by and agreed upon by the Parties. In the event the Parties are unable to reach a satisfactory resolution through mediation, all disputes shall be settled by binding arbitration
pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall be conducted before a single arbitrator, selected by and agreed upon by the Parties. The arbitrator shall determine the procedure for the arbitration, including number of documents and witnesses, length of testimony, admission of evidence, rules of procedure, party statements, and, to the extent authorized by the arbitrator, briefing. Arbitration shall be held in Oshkosh, Wisconsin. The decision and award of the arbitrator shall be final and binding upon the parties, and judgment may be entered on the award in any court of competent jurisdiction. The arbitrator’s decision shall be in writing, contain findings of fact and conclusions of law, and shall be issued within fifteen (15) business days of the closing of the record. The parties intend this provision shall survive termination or expiration of this Agreement.

Section 10.8 Cumulative Rights.
The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party’s right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights Interra Health and Client may have.

Section 10.9 Additional Assurances.
Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate the provisions of this Agreement.

Section 10.10 Force Majeure.
Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, terrorism, fires, explosions, earthquakes, floods, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting there from will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Section 10.11 Severability.
If any covenant or other provision of this Agreement is deemed to be invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless specifically expressed herein. To the extent this Agreement or any provision herein is in violation of applicable law, then the Parties consent and agree to negotiate in good faith to amend the Agreement or the provision, to the extent possible consistent with its purposes, to conform to law.

Section 10.12 Divisions and Headings.
The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.
Section 10.13 Entire Agreement.
With respect to the subject matter of this Agreement, this Agreement and any attached Appendices sets forth the entire agreement between the Parties hereto and supersedes all prior and contemporaneous contracts, agreements, understandings, negotiations, and dealings between the parties with respect to the subject matter, whether oral or written, and constitutes the entire agreement between the Parties, provided, however, that Winnebago County, the City of Oshkosh, and the Oshkosh Area School District are simultaneously contemplating entering into similar agreements with Interra Health as well as entering into an Intergovernmental Agreement in relationship to the subject matter of this Agreement. Consequently, said Intergovernmental Agreements and the above-referenced simultaneous agreements may be reviewed by an arbitrator, judge or jury for purposes of determining the intent of the Parties to this Agreement should a future dispute arise. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written mutual amendment signed by both Parties’ duly authorized representative, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Section 10.14 Basis of Bargain.
Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

Section 10.15 Remedies.
Termination of this Agreement and/or suspension of services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is effected; all other remedies provided herein will remain available.

Section 10.16 Business Practices.
Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

Section 10.17 Expenses.
Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

Section 10.18 Termination.
If either Party at any time fails to comply with, breaches or otherwise fails to fully perform any covenant contained herein, the Party seeking termination this Agreement shall give prompt notice in writing to the Party of such noncompliance, nonperformance or breach. In the event the offending Party does not remedy such noncompliance,
nonperformance or breach within thirty (30) days from the receipt of such notice (unless such failure is caused by an event of Force Majeure as set forth above), then at the option of the Party seeking termination of this Agreement, the contract may be terminated immediately by delivery to the offending Party of written notice of such election to terminate, but the offending Party shall remain liable for any costs to the Party seeking termination directly resulting from the offending Party’s failure. Nothing herein shall be construed as limiting a Party’s right to pursue all remedies available to the Party at law or at equity. A party’s breach of the Agreement or receipt of a notice of noncompliance, nonperformance or breach does not excuse that party’s obligation to perform other terms and conditions contained within this Agreement.

This Agreement shall automatically terminate if Interra Health ceases doing business as a going concern or transfers all or a substantial part of its assets; or becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Interra Health applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer is appointed without the consent of Interra Health; or Interra Health institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against Interra Health and is not dismissed within sixty (60) days; or any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of Interra Health’s property and remains unsatisfied for sixty (60) days. Nothing herein shall be construed as limiting the Client’s right to pursue all remedies available to Interra Health at law or at equity.

Please see Attachment A for further detail on expenses that live beyond termination of the Service Agreement. All lease expenses live beyond the termination of this Agreement and shall not exceed $8,470.00/month. Lease expenses will extend for the length of the lease (maximum of 36 months from Service Start Date of this Agreement).

**Section 10.19 Third Party Beneficiary.**

No person or entity not a party hereto, including without limitation, employees, customers, creditors or clients of Interra Health, shall derive any rights hereunder or construed to be a third party beneficiary hereof.
Section 10.20 Public Records Law.

Interra Health is hereby advised that Client is subject to Wisconsin’s Public Records Law, Wis. Stat. §§ 19.31, et seq. Interra Health agrees that it shall cooperate with Client to assist Client in complying with the Public Records Law.

Section 10.21 Duty of Cooperation.

Interra Health agrees to fully and faithfully cooperate with Client during the term of this Agreement and for a period of three (3) years following termination, for whatever reason. Without limiting the general duty hereunder, the duty of cooperation shall include timely responses to Client’s reasonable requests for information, timely provision of information to allow Client to comply with Wisconsin’s Public Records Law, and provision of personnel and information the Client determines necessary to conduct any investigation related to Interra Health’s services.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Service Start Date:

CITY OF OSHKOSH:

_____________________________ ________________________
(Print Name) (Title)

_____________________________ ________________________
(Signature) (Date)

INTERRA HEALTH, INC:

_____________________________ ________________________
(Print Name) (Title)

_____________________________ ________________________
(Signature) (Date)
APPENDIX B:

INTERRA AGREEMENT - A
Attachment A  
Office Lease Reimbursement

Interra Health agrees to lease the office space necessary for the clinic at 292 Ohio Street, Oshkosh, WI 54902 (the “Office Space”) and Client agrees to reimburse Interra Health for its respective portion of costs incurred. When finalized, the lease for the office space shall be attached to this Agreement as Attachment B (the “Lease”). Except as set forth below, Interra Health shall pay all rent (“Rent”), property taxes (“Taxes”), and all other amounts due and owing under the Lease during the term thereof. Interra Health agrees to obtain the following for the Office Space:

1. All utilities and services that Interra Health determines are necessary in connection with its lease of the Office Space and operation of the clinic, including, but not limited to, electricity, water, gas, internet, fax, telephone, security, waste removal, and snow removal (the “Utilities”);

2. Cleaning services for the Office Space and common areas (“Cleaning Services”); and

3. Insurance that Interra Health determines is necessary for the Office Space, including, but not limited to, any insurance required under the lease for the Office Space (“Insurance”).

Client shall reimburse Interra Health for its respective portion of costs and expenses (per the Intergovernmental Cooperation Agreement executed by and between Winnebago County, the City of Oshkosh, and the Oshkosh Area School District) incurred or accrued by Interra Health relating to its lease of the Office Space, including, but not limited to, Rent, Taxes, City Services (water, sewer, storm sewer), maintenance and repairs for the Office Space and common areas, and remodeling or build-out of the Office Space for the clinic (“Costs and Expenses”). Interra Health shall invoice Client for Costs and Expenses, generally as they are incurred or accrued. The development plans, including materials, vendors, equipment, and development dates and timeframe for the remodeling or build-out are subject to Client approval. All costs and expenses associated with any remodeling and/or build-out are further subject to pre-approval by Client. Client shall pay each invoice within thirty (30) days of receipt.

The parties recognize that: (i) Interra Health will incur significant costs and expenses in connection with leasing the Office Space, including, but not limited to, the Costs and Expenses; (ii) Interra Health is leasing the Office Space and incurring the Costs and Expenses solely at Client’s request and as a service to Client; and (iii) Interra Health will not have any further use for the Office Space upon the expiration or termination of this Agreement. Accordingly, Client agrees that its obligation to reimburse Interra Health for its respective portion of Costs and Expenses includes any and all Costs and Expenses that are incurred or accrued at any time, whether prior to the Service Start Date, prior to the effective date of this Agreement, during the term of this Agreement, or after the term of this Agreement, so long as such costs and expenses have been pre-approved by the Client. If this Agreement expires or terminates for any reason prior to the termination of the Lease, the Parties agree to the following: (i) Client shall continue to reimburse Interra Health for its respective portion of Costs and Expenses incurred or accrued by Interra Health in connection with the Lease; (ii) Client shall reimburse Interra Health for its respective portion of any reasonable costs Interra Health incurs in its attempts to mitigate the Costs and Expenses, including, but not limited to, costs of locating and contracting with a
subtenant; and (iii) if requested by Interra Health and permitted under the Lease and other applicable agreements, Client, together with Winnebago County and the Oshkosh Area School District, shall assume Interra Health’s obligations under the Lease and applicable service agreements and complete any and all documentation necessary to effectuate an assumption of obligations under the Lease and service agreements. This paragraph shall survive termination of this Agreement for any reason.

If the Lease terminates during the term of this Agreement, unless otherwise agreed by the Parties in writing, Client, together with Winnebago County and the Oshkosh Area School District, shall be solely responsible for: (i) procuring a new location for the clinic; (ii) remodeling and building out the new location; and (iii) paying all rent, taxes, utilities, internet connectivity, insurance and other costs and expenses in connection with the new space.
APPENDIX C:

INTERGOVERNMENTAL AGREEMENT
INTERGOVERNMENTAL COOPERATION AGREEMENT
UNDER WIS. STATS. SEC. 66.0301
FOR OPERATION OF AN EMPLOYEE HEALTH CLINIC

This Intergovernmental Cooperation Agreement ("Agreement") is entered into as of the ___ day of ___________, 2014 ("Effective Date"), by and between WINNEBAGO COUNTY, Wisconsin ("County"), the CITY OF OSHKOSH, Winnebago County, Wisconsin ("City") and the OSHKOSH AREA SCHOOL DISTRICT ("District"), all of which are political subdivisions of the State of Wisconsin and are organized and existing pursuant to the Wisconsin Constitution, and enter into this Agreement under the authority granted in Wis. Stats.§ 66.0301 for the purpose of establishing a clinic to provide health and wellness services to its employees. The County, the City and the District, and any additional members pursuant to Article 4 hereunder, are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties wish to cooperate in the provision of health and wellness services for members of the Parties’ health plans through the operation of an employee health and wellness clinic ("Clinic"), with the aims of better controlling health care expense and achieving more healthful and productive employees, to the mutual benefit of the Parties and their employees and taxpayers; and

WHEREAS, the Provider of the Clinic intends to lease agreed-upon premises located at 292 Ohio Street, Oshkosh, Winnebago County, Wisconsin ("Property"); and

WHEREAS, the Parties wish to have the Provider assist the Parties by establishing and operating a wellness clinic at the Property and provide other value-added services, which will be designed to assist the Parties in supplementing the current health benefit plans offered to the Parties’ respective employees, as well as reduce occupational
medicine costs associated with workers’ compensation and decreasing lost productivity due to illness-related absences; and

WHEREAS, such Agreement may bind the Parties for the length of time herein specified;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

ARTICLE I

AGREEMENT TERM AND ADMINISTRATION

1.1 Agreement Term. The term of this Agreement (the “Initial Term”) shall begin on the Effective Date and end on January 1, 2018. Unless Terminated by any Party pursuant to Section 4.1(a) of this Agreement, or modified in writing approved by all Parties hereto, this Agreement will automatically renew for successive one-year Subsequent Terms on January 1, 2018, and each January 1 thereafter.

1.2 Agreement Administrators. The following individuals are hereby designated as the official Agreement Administrator for the Party identified. These individuals shall be authorized to make decisions regarding operation of the Clinic and administration of this Agreement, not inconsistent with this Agreement, with the Provider Contracts, and with the authority granted to them by their respective governing body, and may accept service of any official notice required under this Agreement or any amendment, addendum, or exhibit thereto.
Any Party may replace an Agreement Administrator upon written notice to all other Parties.

ARTICLE II
OPERATION OF CLINIC

2.1 Contract with the Provider. Each of the Parties shall enter into a services contract (“Provider Contracts”) with a health services provider (“Provider”) to staff and operate the Clinic. The Provider Contracts shall be for a term at least equal to the Initial Term of this Agreement. At the time this Agreement was drafted it was anticipated that the Provider during the initial term of this Agreement will be Interra Health, Inc., but the selection of the Provider and the terms and negotiation of the Provider Contracts are the responsibility of the Parties. The Provider Contracts shall establish the scope of services, staffing, hours of operation, pricing, insurance requirements, indemnification and other provisions necessary for the operation of the Clinic by the Provider.

2.2 Advisory Group. The Parties hereby authorize and direct the creation of an Advisory Group (“Advisory Group”) consisting of one or more representatives of each Party, as designated by that Party’s chief executive officer. The Advisory Group will meet at least once each quarter to discuss operation of the Clinic, including, without limitation, the scope of services, staffing, hours of operating, pricing, Provider Contracts, and all other provisions necessary or beneficial for the operation of the Clinic. Other interested persons, such as but not limited to consultants, may be invited to attend Advisory Group meetings by agreement of the Parties.
The Advisory Group shall not have any authority to exercise any governmental authority, may not make financial commitments on behalf of any Party, and may not act on behalf of or bind any Party or any Party’s officers, agents, managers, or elected officials in any regard whatsoever. The Advisory Group may discuss the Clinic operation as well as each Party’s management of their Provider Contracts in an effort to coordinate the overall Clinic operation in the most beneficial manner possible. The Advisory Group may not require any Party to take any action.

ARTICLE III

PAYMENT OF CLINIC-RELATED EXPENSES

3.1 Payment of Engagement Fees and Improvement Costs by Parties.

(a) Each Party shall be responsible for paying directly to the Provider a portion of the Engagement Fee, as established by the Provider Contracts, according to the following percentages:

- County: 30%
- City: 20%
- District: 50%

(b) If the Parties agree that improvements should be made to the Clinic facility at the Parties’ expense, then the cost of such improvements will be paid according to the same percentages as the Engagement Fees, unless the Parties all expressly agree in writing to a different proportion.

3.2 Payment of Office Lease Expenses.
(a) Each Party shall be responsible for paying a portion of office lease expenses for the Clinic directly to the Provider according to the following percentages, which will remain fixed during the term of this Agreement unless modified by express agreement of all Parties:

County: 30%
City: 20%
District: 50%

3.3 Payment of Health Provider Expenses.

(a) Fees charged under the Provider Contracts for the services of nurse practitioners, physician’s assistants, chiropractors, medical assistants, and receptionists will be paid by the Parties according to the following percentages, which will remain in effect at least from the Effective Date through June 30, 2015:

County: 30%
City: 20%
District: 50%

(b) The Parties will initially purchase physician’s assistant/nurse practitioner service hours, and an equivalent number of medical assistant service hours, in the following amounts:

County: 24 hours per week, 46 weeks/year
City: 16 hours per week, 46 weeks/year
District: 40 hours per week, 46 weeks/year

If during the term of this Agreement the total number of physician’s assistant/nurse practitioner service hours being purchased under the Provider Contracts falls below eighty (80) hours per week, and causes any additional expense to any Party, the additional expense will be borne by the Party or Parties whose service hours are below the initial service hours as stated above.
(c) In June 2015, and each September, December, March, and June thereafter during the term of this Agreement, the Parties through the Advisory Group will examine the usage of Clinic services by employees and dependants of each Party over the past quarter and over the past four quarters (if applicable), and will consider in good faith whether the number of service hours of any category of service should be increased or decreased and whether the percentage of fees for health care services paid by each Party should be adjusted. Any adjustment will be effective only upon mutual agreement of the Parties.

3.4 Payment of Expenses for Special Services. If any of the Parties requires a specific program or service to be developed and delivered by the Provider, then the costs allocable to that specific program or service will be the sole responsibility of the Party or Parties requiring the program or service and will not be included in the costs allocated under Section 3.3.

3.5 Time of Payment. Each Party must make each payment required under this Article to the Provider, or as directed by the Provider, within the time specified or provided for each payment under that Party’s Provider Contract.

ARTICLE IV
TERMINATION OF AGREEMENT; WITHDRAWAL OR EXPULSION OF PARTIES; NEW PARTIES

4.1 Withdrawal of Parties.

(a) Any Party may terminate this Agreement and withdraw as a Party at the expiration of the Initial Term, or at the expiration of any Subsequent Term, by delivering written notice of termination to the other Parties in accordance with the following provisions:
(i) The termination date ("Termination Date") shall be the last day of the then-current Initial Term or Subsequent Term, as the case may be.

(ii) The Party electing to terminate this Agreement shall deliver to the other Parties written notice of termination not later than 90 days prior to the Termination Date.

(b) Upon withdrawal, the withdrawing Party shall remain responsible for its share of costs incurred prior to the Termination Date, and will not be entitled to recoupment of the Engagement Fees or any improvement costs paid. The terminating Party shall continue to be responsible for all costs which survive the termination of the Provider Contract, as provided for in the Provider Contract.

4.2 Expulsion of Parties.

(a) A Party may be expelled from this Agreement for cause by majority vote of the other Parties. Cause for termination consists of a substantial breach of the terms of this Agreement or a failure to cure any Default under Article VI.

(b) Upon expulsion, the expelled Party continues to be responsible for its share of the costs of any improvements, Engagement Fees, office lease expenses, health care provider fees, and expenses for special services incurred prior to such expulsion pursuant to this Agreement until the end of the Initial Term or current Subsequent Term. Unless relieved of this obligation by mutual agreement of the remaining Parties, the expelled Party shall also continue, until the end of the Term, to be responsible for payment of fees for the initial number of hours per week of nurse practitioner services or physician assistant services as provided for in Section 3.3(b) above.

4.3 Addition of New Parties.
(a) After the Effective Date of this Agreement, additional municipalities (as that term is defined in Wis. Stat. § 66.0301) may join in this Agreement upon unanimous approval by the existing Parties. Approval shall be conditioned upon the adoption by the governing body of the new municipality of the terms and provision of this Agreement by resolution, with a certified copy of the resolution provided to each Party.

(b) Before a new Party joins under this Agreement pursuant to this Section 4.3, all Parties must agree on the percentage of Engagement Fees and improvement costs as well as the initial percentage of health care provider fees to be borne by the new Party.

ARTICLE V
STATEMENT OF COMMITMENT; DISPUTE RESOLUTION

5.1 The Parties enter into this Agreement with a full understanding that the success of the Clinic depends upon the commitment of the Parties to work diligently and cooperatively to accomplish their mutual objectives with respect to the Clinic.

5.2 The Parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in a spirit of cooperation consistent with the intent of this Agreement.

5.3 In case any dispute regarding the validity, operation, enforcement, breach, or interpretation of this Agreement may arise which cannot be resolved by mutual consent of the Parties, then the Parties shall, in good faith, attempt to mediate any dispute arising out of or in connection with this Agreement with a mediator selected by and agreed upon by the Parties. In the event the Parties are unable to reach a satisfactory resolution through mediation, all disputes shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall be conducted before a single arbitrator, selected by and agreed upon by the Parties. The
arbitrator shall determine the procedure for the arbitration, including number of documents and witnesses, length of testimony, admission of evidence, rules of procedure, party statements, and, to the extent authorized by the arbitrator, briefing. Arbitration shall be held in Oshkosh, Wisconsin. The decision and award of the arbitrator shall be final and binding upon the parties, and judgment may be entered on the award in any court of competent jurisdiction. The arbitrator’s decision shall be in writing, contain findings of fact and conclusions of law, and shall be issued within fifteen (15) business days of the closing of the record. The parties intend this provision shall survive termination or expiration of this Agreement.

ARTICLE VI

DEFAULT

If any Party shall fail to perform, or shall violate, any covenant, term, condition, or obligation of this Agreement, and if such failure to perform or such violation shall remain uncured for a period of thirty (30) days or more after notice of such failure or violation from any other Party, then such failure or violation shall constitute a “Default” under this Agreement; provided, however, that if such failure or violation cannot reasonably be cured within the pertinent thirty (30) day period, and if the Party notified of its failure or violation thereafter immediately commences and diligently and without interruption pursues a cure of such failure or violation, then such Party shall have a reasonable period, not exceeding one hundred twenty (120) days, to cure such failure or violation before the same shall be considered a Default. In the event of any Default, each non-Defaulting Party shall, without any notice (except only the notice of failure or violation required under this Article VI), be entitled to exercise at its option—whether concurrently, successively, or in any combination—any and all remedies available at law or in equity, including without limitation any one or more of the following: (i) expulsion of the defaulting Party under Section 4.2; and (ii) recovery from the defaulting Party of all cost, damage, loss, and expense (including attorneys’ fees) reasonably paid or incurred by each non-Defaulting Party as a result of any such Default.

ARTICLE VII

AUTHORIZING RESOLUTIONS
This Agreement is entered into by the Parties pursuant to the authority granted under Wis. Stats. § 66.0301 and other provisions of the Wisconsin Statutes. By resolution or ordinance adopted by its governing body, each Party has authorized and directed the representatives of the governing body to enter this Agreement on behalf of the Party.

ARTICLE VIII

HIPAA COMPLIANCE

Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") to the extent those regulations apply to the services provided to the Party under the Provider Contract and this Agreement. The Parties recognize the importance of protecting the privacy and security of protected health information. The Parties agree to only use and disclose protected health information in accordance with state and federal law.

ARTICLE IX

RECORDS

The Parties shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. The Parties shall have a duty of cooperation to each other as to access to and maintenance of such records and financial statements and all Parties agree to cooperate with one another to provide access to records and financial statements that promote the efficient provision of services by, and operation of, the Clinic.

ARTICLE X

MISCELLANEOUS
10.1 **No Assignment.** No Party to this Agreement may assign its interest in this Agreement to any other entity or individual.

10.2 **Entire Agreement; Rules of Construction.** The Parties acknowledge and agree that this Agreement, including the recitals which are incorporated into and made a part of this Agreement, expresses the entire agreement between the Parties as to the subject matter of this Agreement, and that this Agreement replaces and supersedes any prior negotiations and agreements, written or oral. The Parties further acknowledge and agree that each Party has been adequately and fully represented in connection with the negotiation and execution of this Agreement, and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply.

10.3 **Captions.** The captions or headings in this Agreement are for convenience and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

10.4 **Governing Law.** The laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement. Venue over any action brought under this Agreement, including any action to enforce an arbitration decision or award, will lie in the Circuit Court for Winnebago County.

10.5 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument.

10.6 **No Third-party Beneficiaries.** This Agreement is entered into for the sole and exclusive benefit of the Parties. No third party (including, without limitation, any employees of the Parties) shall have, obtain, or derive from this Agreement any rights or other benefits or interests, under law, in equity, or otherwise.

10.7 **No Joint Venture.** Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Parties.
10.8 **Exculpatory Provision.** The Parties expressly acknowledge and agree that, anything herein to the contrary notwithstanding, that no officer, director, employee, agent, or official (elected or appointed) of any Party shall have any personal liability or obligation arising out of this Agreement, and no Party shall make any claim to the contrary.

10.9 **No Waiver.** No failure to exercise, and no delay in exercising, any right, power, or remedy under this Agreement on the part of any Party shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term, or condition contained in this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

10.10 **Severability.** The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

10.11 **Indemnification.** Each Party retains for itself all legal responsibility for any injuries, claims, or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment. Nothing in this Agreement shall be construed as an assumption or indemnification by one Party of any legal liability of the other Party. The obligations of the Parties under this provision shall be subject to the limitations set forth in Wis. Stat. § 893.80 and Wis. Stat. § 895.46, and shall survive the expiration or termination of this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WINNEBAGO COUNTY, WISCONSIN

By:

[___________________________]

By:

[___________________________]

CITY OF OSHKOSH, WISCONSIN

By:

[___________________________]

By:

[___________________________]

OSHKOSH AREA SCHOOL DISTRICT

By:

[___________________________]

By:

[___________________________]
References


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Three Waves Health Clinic & Wellness Center Logo. Oshkosh, WI, USA.


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