

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE MEDICAL COLLEGE OF WISCONSIN, INC.
AND
CITY OF WEST ALLIS**

This Agreement is made and entered into as of the 1st day of January, 2008, by and between THE MEDICAL COLLEGE OF WISCONSIN, INC. ("MCW"), a Wisconsin non-stock, non-profit corporation and City of West Allis ("West Allis"), for the provision of occupational health services (the "Services").

IT IS MUTUALLY AGREED by and between MCW and West Allis as follows:

1. Scope of Services to be Performed by MCW and Costs to West Allis

- 1.1. **Services.** MCW shall provide certain occupational health related services for the employees of West Allis as may be requested by West Allis or required under applicable State or Federal regulations. MCW shall provide a coordinated location for West Allis employees to receive treatment if they so desire for occupational injury and illness claims. In addition, MCW shall provide certain health related services for volunteers of West Allis as may be requested by West Allis. MCW will work cooperatively with West Allis in providing occupational health services that promote health and safety, prevent injuries and aide in the assistance of returning employees back to work. MCW shall act as a consultant to West Allis in the capacity of monitoring occupational trends and as an advisor to West Allis regarding occupational health issues. A list of specific Services offered under this Agreement is attached hereto as Exhibit A.
- 1.2. **Clinic and Hours.** Occupational Health Services, including occupational injury and illness treatment will be provided at the MCW Occupational Health Services Clinic at 9200 W. Wisconsin Avenue, Milwaukee, Wisconsin (the "Clinic") during normal hours of operation of the Clinic, Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding major holidays. During all other hours, urgent care Services may be obtained at the Emergency Department of Froedtert Memorial Lutheran Hospital ("Froedtert"). Emergency Services may be obtained 24 hours per day, seven days per week at the Emergency Department of Froedtert. On-site Services will be provided subject to a mutually acceptable schedule.
- 1.3. **Verification of Employees.** Except in the case of an emergency, MCW shall utilize the mechanism, including identification card, on-line service or telephone, chosen by West Allis to confirm the eligibility of an employee or volunteer prior to rendering any Service, in order to guarantee payment. West Allis shall be bound by its confirmation of eligibility and shall not retroactively deny payment for Services rendered to individuals under this Agreement who have been confirmed as eligible through such mechanism. Should MCW after following West Allis's procedure to the extent reasonably possible, be unable to ascertain the eligibility of a patient who holds himself or herself out to be a West Allis employee or volunteer, MCW shall render necessary care. At the first available opportunity, MCW shall attempt to verify eligibility. In the event the patient is not an employee or volunteer, MCW shall attempt to collect from the patient the amount due for the Service provided.
- 1.4. **Delivery of Service.** The quality of the Services provided under this Agreement shall be acceptable on a peer review basis. Services provided to any West Allis employee under this Agreement shall follow standards set by peers within the medical community, including confidentiality, standards and guidelines set by the Occupational Safety and Health Act

("OSHA"), the Center for Disease Control and Wisconsin Statutes as such standards and guidelines may relate to employee and occupational health requirements. All Services shall be performed by qualified personnel who are licensed, certified or registered as required by law.

- 1.5. **Fees.** During the first year of this Agreement, West Allis shall pay MCW for the Services provided hereunder at the rates set forth on the attached Appendix B. In the event Services are provided which are not listed on Appendix B and which have been authorized in writing by West Allis, West Allis shall pay MCW for such Services at MCW's usual and customary rates. The fees payable under this Agreement are exclusive of any facility charges, which may be payable to Froedtert relating to services provided at any Froedtert facility. Payment shall be made monthly within 30 days after receipt of invoice from MCW. Invoices shall be sent to Cities and Villages Mutual Insurance Company, 1250 South Sunnyslope Road, Brookfield, Wisconsin 53005, Attn: Workers Compensation. Payments shall be remitted to: The Medical College of Wisconsin, Inc., P.O. Box 88350, Milwaukee, WI 53288-0350. The above fee rates shall be reviewed and may be adjusted annually, subject to the agreement of MCW and West Allis

2. Agreement Period

This Agreement shall be in force from January 1, 2008 through December 31, 2008. West Allis and MCW agree that this Agreement may be extended upon the mutual agreement of West Allis and MCW.

3. Termination by Agreement.

This Agreement may be terminated prior to the end of the then current term as follows:

- (a) Either MCW or West Allis may terminate this Agreement at any time upon 90 days prior written notice to the other party.
- (b) Either MCW or West Allis may terminate this Agreement upon 15 days prior written notice in the event that the other party materially breaches any term hereof which breach is not cured within such notice period or the other party materially breaches one or more terms hereof three or more times regardless of whether or when such breaches are subsequently cured.
- (c) Either MCW or West Allis may terminate this Agreement immediately upon written notice in the event applicable health care or other laws either now or hereinafter in effect prohibit the transactions contemplated by this Agreement.

4. Effect of Termination

Upon termination, MCW shall be paid for all Services rendered through the date of termination.

5. Confidentiality and Ownership of Records

MCW shall require that the MCW employee health care providers make appropriate records of any care provided hereunder to West Allis's employees or volunteers consistent with applicable law. MCW shall be considered the custodian of such records. All patient medical records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records.

6. Insurance

Each of MCW (on its own behalf and on behalf of the Physicians) and West Allis, each at its sole cost and expense, shall maintain in full force and effect the following insurance policies:

- (a) Comprehensive general liability insurance for property and bodily injury with not less than \$1,000,000 combined single limits, including blanket contractual coverage;
- (b) Worker's compensation insurance with statutory limits of liability; and
- (c) Professional liability insurance (or self insurance) either with statutory limits of primary liability coverage and participation in the Patient Compensation Fund as required by law or with limits not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Upon request, each of the parties shall require all insurance companies issuing policies hereunder to certify to the other party that such policies have been issued and are in force.

7. Nondiscrimination

All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payer source or national origin of West Allis's patient requiring such services. In addition to any other requirements of law, neither West Allis nor MCW shall discriminate against any employee, applicant for employment, student, or applicant for registration because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of their obligations under this Agreement, including, but not limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Notices will be posted in compliance with applicable state and federal laws in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause, as required by law.

8. Access to Records.

Pursuant to Section 1395(X)(V)(1)(A) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, MCW shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under this Agreement.

9. Notice.

Any notice required to be given pursuant to this Agreement shall be in writing and shall be deemed given upon personal delivery, or if sent by mail, then upon the earlier of actual receipt or three days after being sent by certified mail, return receipt requested, postage prepaid, to:

MCW at: The Medical College of Wisconsin, Inc.
8701 Watertown Plank Road
Milwaukee, WI 53226
Attention: Office of the General Counsel

with a copy to: The Medical College of Wisconsin
Occupational Health Services
9200 West Wisconsin Avenue, Suite 1996
Milwaukee, WI 53226

and to West Allis at: City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

10. Assignment.

No party shall assign this Agreement, nor sub-contract with any other person or entity to provide services hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

11. Independent Contractor.

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

12. Marketing.

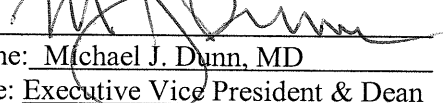
Any reference to the MCW employee health care providers in promotional or informational materials of West Allis shall identify the health care providers as employees of The Medical College of Wisconsin, Inc., and all such promotional materials shall be subject to the prior approval of the Office of Public Affairs of MCW.

13. Miscellaneous.

The laws of the State of Wisconsin shall apply to the interpretation of this Agreement. The invalidity of any portion of this Agreement shall not affect the other provisions of this Agreement. This Agreement contains the entire understanding between the parties relating to the subject matter hereof, superseding all prior representations, agreements, negotiations and understandings between the parties and no statement or representation made by either party shall be binding upon the other except as set forth in this Agreement or in a written amendment hereto signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**THE MEDICAL COLLEGE
OF WISCONSIN, INC.**

By: 
Name: Michael J. Dunn, MD
Title: Executive Vice President & Dean

CITY OF WEST ALLIS

By: _____
Name: _____
Title: _____

EXHIBIT A

Pursuant to the terms of the Professional Service Agreement between The Medical College of Wisconsin, Inc. and City of West Allis, (the "Agreement"), MCW shall make available the following Services:

- Requested pre-placement physical examinations (including physical exam, health and occupational health history, allergy history, vital signs, vision screening, height and weight, Mantoux TB test and health promotion education)
- Requested immunizations
- Requested antibody titers
- Requested Fitness for Duty examinations
- Requested work related examinations
- Requested work related tests (i.e. audiogram, respirator fit testing, PFTs)
- Requested regulatory health requirements
- Requested health promotion educational programs to employees and/or departments
- Evaluation and screening/treatment of occupational exposures
- Prompt treatment and assistance in obtaining rehabilitation services for occupational injury or illness
- Scheduling of requested examinations within a timely manner
- Convenient hours of operation and 24 hour access to service for emergent and urgent care needs
- Occupational health medical consultation and recommendations
- Monitors occupational health trends and acts as an advisor regarding occupational health issues
- Retention of employee health records in a location that is safeguarded against loss, tampering, defacement or use by unauthorized persons and maintains confidentiality of the records
- Maintains an accurate and complete employee health record for each employee
- Return of all employee health records to West Allis at the termination of the Agreement
- Appropriate follow-up reminder letters to employees
- Requested on-site vaccine clinics, blood draws, testing for occupational exposures and educational programs with dates, place and times mutually agreeable to both parties
- On-site occupational testing for such things as audiograms, pulmonary function tests, respiratory fit testing with dates, places and times mutually agreeable to both parties
- Monthly written invoices to West Allis to include date of service, name of employee, job title, type of service and/or procedure and cost
- Requested forms and reports (i.e. return to work form, medical evaluation form, physical capability form, number of immunizations provided per department)
- Requested copies of employee health records for treatment of occupational injury or illness to West Allis in a timely manner
- Maintains a liaison relationship with the West Allis Employee Health Coordinator in respect to the direction and fulfillment of contractual agreements

Appendix B
Medical College of Wisconsin Occupational Health Service
2008 Fee Schedule

Procedure	FEE
Fitness for Duty Exam	\$ 356.35
OCC/BBP Evaluation - Level 1	\$ 109.00
Physical Examination (New Patient) Level - 1	\$ 109.00
Physical Examination (Established Patient) Level - 1	\$ 64.00
Pre Employment Physical	\$ 75.00
Animal Allergy Clearance	\$ 10.00
Mantoux TB Test	\$ 9.00
Quantiferon TB	\$ 46.50
Hepatitis B Vaccine	\$ 50.00
MMR Vaccine	\$ 81.00
Tetanus/Diphtheria/Pertussis Vaccine	\$ 58.00
Tetanus Vaccine	Refer to Tetanus/Diphtheria/Pertussis Vaccine
Influenza Vaccine	\$ 25.00
Hepatitis A Vaccine	\$ 90.00
Varicella Vaccine	\$ 120.00
Rabies Vaccine	\$ 290.00
Rabies Ab	\$ 98.21
Venipuncture (one time)	\$ 19.30
Basic Metabolic Panel	\$ 18.50
Hepatitis C PCR	\$ 174.11
HBsAg Titer	\$ 50.34
HBsAB Titer	\$ 50.34
HCAB Titer	\$ 50.34
Blood Exposure Panel	\$ 164.99
Rubella Titer	\$ 35.87
Rubeola Titer	\$ 40.25
Varicella Titer	\$ 43.10
HIV Elisa	\$ 35.96
HIV - Western Blot	\$ 176.86
CBC	\$ 26.98
CBC with differential	\$ 26.98
Serum Pregnancy	\$ 63.50
HCT	Refer to CBC
Hgb	Refer to CBC
Urinalysis	\$ 40.00
Chest X-ray - PA and Lateral	\$ 187.97
Audiogram	\$ 100.00
PFT	\$ 36.26
EKG	See Note 1
Respirator Fit Test	\$ 21.00
Respirator Medical Evaluation (Questionnaire)	\$ 18.08

Note 1: Fees consistent with State of Wisconsin Workers' Compensation Reimbursement Schedules.

Stated fees are in effect for the 2008 calendar year.