UWHCA Board of Directors

May 27, 2021, 1:30 - 4:30 PM

WebEx: https://uwhealth.webex.com/uwhealth/onstage/g.php?MTID=ed423cb68d7f23261aa80f1d71fe28c1c
Meeting number: 120 018 9127 // Password: 052721

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UWHCA Board of Directors - May 27, 2021 - Public Meeting Notice

Agenda

1:30 PM

I. Call to Order of Board Meeting
Dean Robert Golden

1:30 PM

II. Consent Agenda
Dean Robert Golden

Meeting Minutes

Medical Staff Membership and Clinical Privileges

Attachment - Medical Staff Membership and Clinical Privileges
Page 5

Quality Assessment Performance Improvement Plan

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Isthmus Project, Inc. – Capital Contribution

Executive Summary - Capital Contribution Authorization to Isthmus Project, Inc.
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Resolution - Capital Contribution Authorization to Isthmus Project, Inc.
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UW Organ & Tissue Donation Advisory Board

Executive Summary - UW Organ & Tissue Donation Advisory Board
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Attachment - UW Organ & Tissue Donation Advisory Board - Amended and Restated Bylaws - Effective May 27, 2021
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Attachment - UW Organ & Tissue Donation Advisory Board - Membership List
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Highland Insurance Company, LLC Operating Agreement Revisions

Executive Summary - Highland Insurance Company, LLC Operating Agreement Revisions
Page 43

Attachment - Proposed Second Amended and Restated Highland Insurance Company, LLC Operating Agreement Revisions (REDLINED)
Page 45

Attachment - Proposed Second Amended and Restated Highland Insurance Company, LLC Operating Agreement Revisions (CLEAN)
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Wisconsin Therapies, Inc. Board Director Reappointments

Executive Summary - Wisconsin Therapies, Inc. Board of Directors - Director Reappointments

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Curriculum Vitae - Jonathan B. Jaffery, MD, MS, MMM, FACP

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Biography - Teresa Neely, MBA, BSN, RN

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Biography - Jack D. Temple, MS, PharmD

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Resolution - Wisconsin Therapies, Inc. Board of Directors - Director Reappointments

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1:32 PM

III. UW Health Governance Matters

Dean Robert Golden

UWHCA Board Chair/Vice Chair

UW Health Committee Population

Attachment - UWHCA Current Committee Population

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1:35 PM

IV. UW Health Financial Report

Mr. Robert Flannery

UW Health Financial Report

Informational

Presentation - Financial Update - April 2021

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UWHC FY22 Hospital Rate Increase

Mr. Jodi Vitello

Approval

Presentation - UWHC FY22 Hospital Rate Increase

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Resolution - UWHC FY22 Hospital Rate Increase

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1:50 PM

V. COVID-19 Situational Update

Dr. Peter Newcomer

Presentation - COVID-19 Situational Update

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2:00 PM

VI. Workforce Steering Committee Updates

Mr. Jay Robaidek, Ms. Betsy Clough, Dr. Rudy Jackson, Ms. Sarah Brozowski

Update/Discussion

2:00 PM

Nurse Wellness Update

Ms. Sarah Brozowski

Presentation - Nurse Wellbeing at UW Health

Page 133
2:20 PM

Workforce Steering Committee Update
Ms. Betsy Clough, Dr. Rudy Jackon, Mr. Jay Robaidek

Presentation - Workforce Steering Committee Updates

2:30 PM

VII. Closed Session

Motion to enter into closed session pursuant to Wisconsin Statutes section 19.85(1)(e), for the discussion of the following confidential strategic matters, which for competitive reasons require a closed session: review and approval of closed session and executive closed session meeting minutes; MSC-UWMF Anesthesiology Services Agreement review; UW Health Workforce report (including workforce dashboard, nursing workforce and wellness, employee voice, and Diversity, Equity and Inclusion); Cybersecurity update; Normothermic Regional Perfusion (NRP) method of organ donation; UW Health financial matters including Swedish American Health System and UPH-M Joint Operating Agreement; and UW Health CEO Perspective on system strategy; pursuant to Wisconsin Statutes section 146.38, for the review of the Patient Safety and Quality Committee report; and pursuant to Wisconsin Statutes section 19.85(1)(g), to confer with legal counsel regarding these and other matters.

VIII. Return To Open Session

4:28 PM

IX. ACTION: MSC-UWMF Anesthesiology Service Agreement
Dean Robert Golden

Motion to approve amendment to MSC-UWMF Anesthesiology Service Agreement as provided in closed session material.

4:29 PM

X. ACTION: Normothermic Regional Perfusion (NRP) Method of Organ Donation

Motion to ratify action of UWHCA Executive Committee (March 25, 2021) to accept risk involved with Normothermic Regional Perfusion Method of Organ Donation as discussed in closed session.

4:30 PM

XI. Adjourn
The Medical Board, upon the recommendation of the Credentials committee, recommends approval of the following new applications, additional privileges, biennial reappointments and status changes for the medical staff and other providers requesting professional privileges for practice at UWHC. All of the recommended actions have been reviewed in accordance with the Medical Staff Bylaws. The credentials of all new applicants have been verified. All persons listed below meet the standards of the medical staff for the membership and privileges recommended.

Credentials Committee: May 03, 2021
Medical Board: May 13, 2021

Meghan Lubner, MD
Chair of Medical Board & President of Medical Staff

The following actions were endorsed by the UWHC Credentials Committee and are recommended to the Medical Board for approval/action.

**New Applications—Medical Staff**

**Dustin B. Hillerson, MD, Active Staff**
Department of Medicine/Cardiovascular Medicine
- Internal Medicine/Major Care Core Privileges: Privileges to admit, evaluate including performance of H&P, diagnose, consult, and treat adult patients with medical illnesses. These privileges also include care of patients via telemedicine. These privileges include, but are not limited to, lumbar puncture, thoracentesis, paracentesis, arterial line insertion, diagnostic or therapeutic joint aspiration/injection, endometrial biopsy, endocervical polyp removal/biopsy, intrauterine device (IUD) insertion, punch biopsy of the skin, percutaneous needle biopsy of a breast mass or skin lesion, soft tissue injection, liquid nitrogen cryosurgery of the skin or other appropriate lesion, and perform waived laboratory testing not requiring an instrument; including but not limited to fecal occult blood, urine dipstick, and pH by paper methods and supervision of residents, fellows, and others in training.
- Cardiovascular Medicine Core Privileges: Privileges to evaluate including performance of H&P, diagnose, consult, and treat adult patients presenting with diseases of the heart and blood vessels. These privileges include, but are not limited to, cardioversion; insertion and management of central venous and pulmonary artery catheters; use of thrombolytic agents; pericardiocentesis; Holter scan interpretation; treadmill testing; temporary transvenous pacemaker placement; supervision of physician assistants with prescriptive authority; and supervision of residents, fellows, and others in training.
- Cardiac Imaging: Transthoracic echocardiography
- Cardiac Imaging: Transesophageal echocardiography
- Cardiac Imaging: Stress echocardiography
- Management of implanted VAD devices
- Percutaneous VAD implant and management
- Critical Care Core Privileges: Privileges to admit, evaluate including performance of H&P, diagnose, consult, and treat as an attending physician adult patients in need of critical care. These privileges include, but are not limited to, Swan Ganz catheter insertion and management; endotracheal intubation; management of mechanical ventilation; management of noninvasive ventilation; fiberoptic bronchoscopy; direct laryngoscopy; chest tube placement; supervision of physician assistants with prescriptive authority and supervision of residents, fellows, and others in training.
- Adult Moderate Sedation-- ONLY within University Hospital or UW Health at The American Center
- Fluoroscopy

**Jeremy D. Kratz, MD, Active Staff**
Department of Medicine/Hematology/Oncology
- Internal Medicine/Major Care Core Privileges: Privileges to admit, evaluate including performance of H&P, diagnose, consult, and treat adult patients with medical illnesses. These privileges also include care of patients via...
telemedicine. These privileges include, but are not limited to, lumbar puncture, thoracentesis, paracentesis, arterial line insertion, diagnostic or therapeutic joint aspiration/injection, endometrial biopsy, endocervical polyp removal/biopsy, intrauterine device (IUD) insertion, punch biopsy of the skin, percutaneous needle biopsy of a breast mass or skin lesion, soft tissue injection, liquid nitrogen cryosurgery of the skin or other appropriate lesion, and perform waived laboratory testing not requiring an instrument; including but not limited to fecal occult blood, urine dipstick, and pH by paper methods; supervision of physician assistants with prescriptive authority; and supervision of residents, fellows, and others in training.

- Medical Oncology Core Privileges: Privileges to evaluate including performance of H&P, diagnose, consult, and treat adult patients presenting with malignancies. These privileges include, but are not limited to, administration of chemotherapeutic agents and biological response modifiers through all therapeutic routes; management and maintenance of indwelling venous access catheters; supervision of physician assistants with prescriptive authority; and supervision of residents, fellows, and others in training.

Charlotte E. LaSenna, MD, Active Staff
Department of Dermatology
- Dermatology Core Privileges: Privileges to admit, evaluate, diagnose, consult, and treat patients presenting with illnesses and or injuries of the integumentary system. These privileges also include care of patients via telemedicine. These privileges include, but are not limited to, excision or other means of removal (including by liposuction) of benign and malignant lesions; curettage; electrosurgery; liquid nitrogen cryosurgery of the skin and other appropriate lesions; nail surgery; actinotherapy treatments (phototherapy - e.g. PUVA); collagen implantation; injectable fillers; Botox injections; dermabrasion; chemical peels; laser treatments; sclerotherapy; dermatopathology; flaps and grafts; and performing waived laboratory testing not requiring an instrument, including but not limited to fecal occult blood, urine dipstick, and pH by paper methods; supervision of physician assistants with prescriptive authority; and supervision of residents, fellows, and others in training.

Matthew H. Lee, MD, Active Staff
Department of Radiology/Fellow
- Radiology Core Privileges: Performance and interpretation of all radiologic tests and procedures including radiographs, ultrasound, CT, MRI, diagnostic (non-therapeutic) nuclear medicine in adults and children. These privileges include, but are not limited to, Doppler vascular imaging, transcranial Doppler, arthrograms and joint aspirations, venography of major vessels, lumbar puncture, mammography, supervision of physician assistants with prescriptive authority, and supervision of residents, fellows and other trainees. These privileges include care of patients via telemedicine.
- Fluoroscopy

Venkata R. Manchala, MBBS, Active Staff
Department of Medicine/Fellow
- Transplant Medicine Fellowship Only - all duties are part of a fellowship. Physician will not be providing care outside of fellowship program.

Eric J. Monroe, MD, Active Staff
Department of Radiology/Pediatric Imaging
- Radiology Core Privileges: Performance and interpretation of all radiologic tests and procedures including radiographs, ultrasound, CT, MRI, diagnostic (non-therapeutic) nuclear medicine in adults and children. These privileges include, but are not limited to, Doppler vascular imaging, transcranial Doppler, arthrograms and joint aspirations, venography of major vessels, lumbar puncture, mammography, supervision of physician assistants with prescriptive authority, and supervision of residents, fellows and other trainees. These privileges include care of patients via telemedicine.
- Fluoroscopy
- Pediatric Imaging: Including but not limited to Image guided intussusception reduction with liquid or air; Imaged guided catheter placement in children; Imaged guided needle, biopsy, ablation, drainage or aspiration in children; Image guided analysis for surgery, biopsy or treatment planning using any imaging modality, in children
- Vascular-Interventional: Including but not limited to Image guided catheter placement, TIPs procedure, Transjugular liver biopsy, Image guided caval filter, Therapeutic percutaneous peripheral arterial or venous angioplasty or stenting, Tunneled catheter and port placement, Image guided percutaneous biliary dilatation, drainage, ballooning, stenting or biopsy, Image guided urological dilatation, drainage, ballooning, stenting or biopsy, Image guided embolotherapy, Image guided ablation and/or operative imaging of thoracolumbar or pelvic neoplasms, Imaged guided needle, biopsy, ablation, drainage or aspiration, Image guided analysis for surgery, biopsy or treatment planning using any imaging modality.

Prashant Nagpal, MD, Active Staff
Department of Radiology/Cardiovascular Imaging (MRI)

- Radiology Core Privileges: Performance and interpretation of all radiologic tests and procedures including radiographs, ultrasound, CT, MRI, diagnostic (non-therapeutic) nuclear medicine in adults and children. These privileges include, but are not limited to, Doppler vascular imaging, transcranial Doppler, arthrograms and joint aspirations, venography of major vessels, lumbar puncture, mammography, supervision of physician assistants with prescriptive authority, and supervision of residents, fellows and other trainees. These privileges include care of patients via telemedicine.
- Fluoroscopy
- Adult Moderate Sedation-- ONLY within University Hospital or UW Health at The American Center

Elizabeth S. Richards, MD, Active Staff
Department of Pathology and Lab. Medicine

- Clinical Pathology Core Privileges: Privileges in clinical pathology include provision of consultation to physicians for diagnosis exclusion, and monitoring of disease utilizing information gathered from examination of clinical laboratory tests on body fluids and secretions. These privileges also include care of patients via telemedicine. These privileges include supervision of residents, fellows and others in training. These privileges also include performance of duties via telemedicine.
- Anatomic Pathology Core Privileges: Privileges in anatomic pathology include provision of consultation to physicians for diagnosis exclusion, and monitoring of disease utilizing information gathered from examination of tissue specimens, cells and body fluids and performance of autopsies. These privileges also include performance of duties via telemedicine. These privileges include supervision of residents, fellows and others in training.

Nan Sethakorn, MD, Active Staff
Department of Medicine/Hematology/Oncology

- Internal Medicine/Major Care Core Privileges: Privileges to admit, evaluate including performance of H&P, diagnose, consult, and treat adult patients with medical illnesses. These privileges also include care of patients via telemedicine. These privileges include, but are not limited to, lumbar puncture, thoracentesis, paracentesis, arterial line insertion, diagnostic or therapeutic joint aspiration/injection, endometrial biopsy, endocervical polyp removal/biopsy, intrauterine device (IUD) insertion, punch biopsy of the skin, percutaneous needle biopsy of a breast mass or skin lesion, soft tissue injection, liquid nitrogen cryosurgery of the skin or other appropriate lesion, and perform waived laboratory testing not requiring an instrument; including but not limited to fecal occult blood, urine dipstick, and pH by paper methods; supervision of physician assistants with prescriptive authority; and supervision of residents, fellows, and others in training.
- Medical Oncology Core Privileges: Privileges to evaluate including performance of H&P, diagnose, consult, and treat adult patients presenting with malignancies. These privileges include, but are not limited to, administration of chemotherapeutic agents and biological response modifiers through all therapeutic routes; management and maintenance of indwelling venous access catheters; supervision of physician assistants with prescriptive authority; and supervision of residents, fellows, and others in training.
- Palliative Care

Michael F. Spigner, MD, Active Staff
Department of Emergency Medicine

- Emergency Medicine Core Privileges: Privileges to evaluate including performance of H&P, diagnose, and treat patients presenting with any illness, injury, condition or symptom to the Emergency Department. These privileges include, but are not limited to, moderate sedation for all populations; lumbar puncture; thoracentesis; paracentesis; central line placement; intubation and emergency airway management; emergency cardioversion; repair of soft tissue injuries; management of closed fractures; supervision of physician assistants with prescriptive authority; and supervision of residents, fellows, and others in training.
- Deep Sedation--Adults (13 years and older)
- Point of Care Emergency Ultrasound
- Fluoroscopy

Giuseppe V. Toia, MD, Active Staff
Department of Radiology/Abdominal Imaging

- Radiology Core Privileges: Performance and interpretation of all radiologic tests and procedures including radiographs, ultrasound, CT, MRI, diagnostic (non-therapeutic) nuclear medicine in adults and children. These privileges include, but are not limited to, Doppler vascular imaging, transcranial Doppler, arthrograms and joint aspirations, venography of major vessels, lumbar puncture, mammography, supervision of physician assistants with prescriptive authority, and supervision of residents, fellows and other trainees. These privileges include care of patients via telemedicine.
- Fluoroscopy
Abdominal Imaging: Including but not limited to Image guided analysis for surgery, biopsy or treatment planning using any imaging modality; Image guided spinal and/or paraspinal injection, aspiration, biopsy, ablation; guided needle, biopsy, ablation, drainage or aspiration; Image guided catheter placement; Image guided ablation and/or operative imaging of thoracolumbar or pelvic neoplasms.

Additional Privileges—Medical Staff

Cesar F. Hernandez Arroyo, MD
Department of Medicine/Fellow
- Adult Moderate Sedation--All locations - includes UH, TAC, DHC, and UWHC Clinics

Elizabeth M. Brzycki, NP, Advance Practice Nurse
Department of Medicine/Cardiovascular Medicine
- Adult NP Core Privileges: Privileges to assess/evaluate, perform history and physical, diagnose, consult, manage, prevent disease and promote the health of adolescent and adult patients in any setting. Treatment of these patients includes the following, but not limited to, ordering and performing diagnostic studies, performing routine therapeutic procedures, injections, and ordering respiratory therapy and blood products.
- NP Cardiovascular Medicine Core Privileges: Privileges to manage and treat patients with cardiovascular disease.
- Prescriptive Authority

Lesley A. Friedhoff, PhD, Clinical Psychology
Department of Psychiatry
- Psychological testing: adults
- Individual psychotherapy: adult
- Behavior modification
- Couple therapy
- Family therapy
- Group therapy
- Psychoeducational counseling
- Psychoeducational testing
- Psychological consultation

Dana M. Perry, NP, Advance Practice Nurse
Department of Urology
- Pediatric NP Core Privileges: Privileges to assess/evaluate, perform history and physical, diagnose, consult, manage, prevent disease and promote the health of pediatric patients in any setting. Treatment of these patients includes the following, but not limited to, ordering and performing diagnostic studies, performing routine therapeutic procedures, injections, and ordering respiratory therapy and blood products.
- NP Urology Core Privileges: Privileges to manage and treat patients with urological conditions and related issues.
- Prescriptive Authority

Matthew T. Povlich, NP, Advance Practice Nurse
Department of Medicine/Cardiovascular Medicine
- Adult NP Core Privileges: Privileges to assess/evaluate, perform history and physical, diagnose, consult, manage, prevent disease and promote the health of adolescent and adult patients in any setting. Treatment of these patients includes the following, but not limited to, ordering and performing diagnostic studies, performing routine therapeutic procedures, injections, and ordering respiratory therapy and blood products.
- NP Cardiovascular Medicine Core Privileges: Privileges to manage and treat patients with cardiovascular disease.
- Prescriptive Authority

Additional Privileges—Advanced Practice Providers

Angela M. Clarson, PA
Department of Neurology
- Botox injections, Trigger point injections, Occipital nerve block, Supraorbital nerve block

Janna Klein, NP (Pediatric NP - Primary Care)
Department of Neurology/Pediatric Neurology
Focused Professional Practice Evaluation Review

The following focused review applications have been endorsed by the UWHC Credentials Committee and the appropriate peer committee, if applicable, and are recommended to the Medical Board for approval/action:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Section</th>
<th>Staff Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>McAllister, Rachel CAA</td>
<td>Anesthesiology</td>
<td>Anesthesiologist Assistant</td>
</tr>
<tr>
<td>Ringer, Elizabeth L., PA</td>
<td>Medicine/Infectious Disease</td>
<td>PA</td>
</tr>
<tr>
<td>Bartholomew, Erik C., MD</td>
<td>Medicine/General Internal Medicine</td>
<td>Active Staff</td>
</tr>
<tr>
<td>Bouges, Sheniqua, MD</td>
<td>Medicine/Geriatrics</td>
<td>Active Staff</td>
</tr>
<tr>
<td>Keppler-Noreuil, Kim M., MD</td>
<td>Pediatrics/Genetics &amp; Metabolism</td>
<td>Active Staff</td>
</tr>
<tr>
<td>Kolkowitz, Ilan D., MD</td>
<td>Emergency Medicine/Fellow (Global Health)</td>
<td>Active Staff</td>
</tr>
<tr>
<td>Zafar, Syed Nabeel, MD</td>
<td>Surgery/Surgical Oncology</td>
<td>Active Staff</td>
</tr>
<tr>
<td>Archer, Sari L., NP</td>
<td>Obstetrics and Gynecology/Gynecology</td>
<td>APN</td>
</tr>
<tr>
<td>Bertram, Kimberly J., CNM</td>
<td>Obstetrics and Gynecology/Nurse Midwife</td>
<td>APN</td>
</tr>
<tr>
<td>Brown, Sara E., NP</td>
<td>Medicine/Geriatrics</td>
<td>APN</td>
</tr>
<tr>
<td>Hill, Jackie L., NP</td>
<td>Medicine/Hematology/Oncology</td>
<td>APN</td>
</tr>
</tbody>
</table>

Focused Professional Practice Evaluation Review- Additional Privileges

The following focused review applications have been endorsed by the UWHC Credentials Committee and the appropriate peer committee, if applicable, and are recommended to the Medical Board for approval/action:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Section</th>
<th>Staff Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geren, Linda K., NP</td>
<td>Radiology/Interventional Radiology</td>
<td>APN</td>
</tr>
<tr>
<td>Hall, Rebecca W., NP</td>
<td>Medicine/Gastroenterology &amp; Hepatology</td>
<td>APN</td>
</tr>
<tr>
<td>Orji, Monica M., NP</td>
<td>Obstetrics and Gynecology/Maternal Fetal Medicine</td>
<td>APN</td>
</tr>
<tr>
<td>Silberzahn, Gillian I., NP</td>
<td>Surgery/Transplant</td>
<td>APN</td>
</tr>
</tbody>
</table>
2021 Quality Assurance and Process Improvement (QAPI) Plan

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Vision

Remarkable Healthcare

University of Wisconsin Hospitals and Clinics Authority (UW Health) has a proud tradition of advancing science and practice of medicine. When the UWHCA Board approved the strategic plan, it also reaffirmed our core mission of advancing health without compromise through service, scholarship, science and social responsibility.

The strategic plan sharpens our focus of our vision: Remarkable Healthcare. These two words are our promise to patients and their families. It is always important to remember that we exist as a health care organization for only one reason – our patients. We will keep them at the center of our work.

Our strategies are focused on our future; however, to be successful, there are certain things that will never change and are foundation to our success. In parallel to tracking the progress of our strategic plan, we will also track and measure our performance in five foundational competencies.

- Quality and Safety;
- Staff and Physician Wellbeing;
- Diversity, Equity and Inclusion
- Information Management and Analytics; and
- Financial Performance

To advance our new vision we identified 5 strategic areas we call “domains” where we will focus our work.

- Patient Experience: Exceed expectations of our patients and families, every patient, every time
- Population Health: Bring value through an equitable, coordinated, affordable system of care that improves the health of our patients and communities.
- Distinctive Programs: Develop and grow remarkable clinical programs with patient outcomes that are recognized locally, regionally, nationally
- Discovery and Innovation: Be the preferred, trusted partner to safely and equitably lead innovation and take it from discovery to the people we serve
- Smart Growth: Enhance relevance and sustainability by connecting with more patients and communities
Mission

The mission of UW Health is to advance health without compromise through:

- **Service** — providing the best possible patient care experience and outcomes for all those who need our services and providing programs that support the health and wellness of individuals and populations;
- **Scholarship** — delivering contemporary education for current and future generations of health professionals;
- **Science** — conducting a broad range of research to discover the most promising ways to promote health and to prevent, detect and treat illness in people and communities; and
- **Social Responsibility** — doing what is best for the communities we serve through environmental sustainability, policy advocacy, health care delivery and public health

This is a shared mission with the University of Wisconsin School of Medicine and Public Health and is about the direct delivery of care, the education of next generation providers and our world-changing research.

Purpose:

The purpose of QAPI in our organization is to take a proactive approach to reduce medical errors and continually improve the way we care for and engage with our patients and their families, visitors, partners, and each other so that we may realize our vision of Remarkable Healthcare. To do this, all employees will participate in ongoing QAPI efforts which support our mission to advance health without compromise.
Scope

The scope of the QAPI program integrates improvement activities from across the organization. Appreciation of UW Health’s system including both in-patient and out-patient care delivery sites, requires continuous discussion of initiatives to ensure alignment and achievement between units, departments, and clinics. The program encompasses all segments of care and services provided by UW Health as well as indirectly by contract and the departments that support this work resulting in participation from all departments. These include but are not limited to:

- Clinical Care Services- (i.e. emergency, inpatient and outpatient, physicians, advanced practice practitioners, nursing, therapies, radiology, nuclear medicine, lab, anesthesia, surgical services, rehab including home medical equipment)
- Service Lines: Transplant, Oncology, American Family Children’s Hospital, Heart & Vascular, Orthopedics, and Neurology & Neurosurgery.
- Nursing quality, safety, competencies and adherence to policies (i.e. medication administration timing, transfusion reaction reporting, standard protocols are effective and safe, and staff are following policy.)
- Patient flow and discharge planning
- Spiritual Care Services
- Culinary and Clinical Nutrition
- Pharmacy Services including home medical equipment
- Eye and Tissue Procurement
- Facilities, Housekeeping, Maintenance & Engineering
- Infection Control
- Health Information Management including storage, security, and confidentiality of medical records
- Information Systems and Enterprise Analytics
- Performance Excellence (Patient & Family Experience, Clinical Knowledge Management, Quality, Safety and Improvement)
- Security Services
- Human Resources
- Legal, Business Integrity, Procurement, Compliance
- Volunteers
- Interpreter Services
- Population Health
- Administration

The QAPI program at UW Health will aim for safety and high quality with all clinical interventions, by ensuring our data collection tools and monitoring systems are in place and are consistent for a proactive analysis. We will utilize the best available evidence (such as data from Vizient, national or state benchmarks, national registries, published best practice clinical guidelines, etc.), to define and measure our goals.

Unusual Changes or Events

The QAPI Plan is flexible to accommodate significant services changes, structure changes, unusual events or other similar elements. Objectives and topics can be introduced at any time to be prioritized and included in the scope of the QAPI Plan.

Structure and Leadership

The governing body is responsible for the safety and quality of care, treatment, and services within UW Health.

The governing body, medical staff and operational leaders ensure UW Health’s QAPI plan:
• Is ongoing, defined, implemented and maintained,
• Addresses organizational-specific priorities for improved quality of care and patient safety, and that all improvements are evaluated,
• Establishes clear expectations for safety in the organization,
• Allocates adequate resources for the organizational-specific QAPI program, and
• Annually reviews the prioritization of distinct improvement projects conducted in the organization.

Key employees are responsible for the development and implementation of the QAPI. These individuals include the VP/President, UW Hospitals, Madison Region; Chief Nursing Executive; VP, Quality and Safety; Vice President/Chief Nursing Officer Inpatient; SVP/Chief Ambulatory Officer, Chief Nursing Officer Ambulatory; Chief Clinical Officer; Chief Quality Officer; Chief Medical Officer to fully represent the spectrum of hospital services. These leaders work directly and openly to improve quality and safety by setting priorities, modeling core values, promoting a learning atmosphere, acting on recommendations, and allocating resources for improvement.

All leaders are responsible for understanding the quality and patient safety issues in their area and enhancing processes to identify and improve gaps. The mechanism by which this is done is utilization of UW Health Way tools. (At the writing of this plan, UW Health is in the process of deploying UW Health Way and training all leaders on the tools, methods and expectations. As such, there will be variation in implementation and deployment of the tools across the organization. All leaders will be trained by December 2023.)

These tools include:

• Huddles—Succinct, on-the-go gatherings used to prepare, debrief, improve, inform, problem solve; increases productivity and communication with teams.
• Visual Management—system of planning, control, and improvement using visuals; enables understanding at a glance and drives action more rapidly.
• Go and See—personal observation of the work where the work is happening; provides a deeper understanding of the system
• Rounding—consistent practice of asking specific questions of key stakeholders; obtain actionable information and meeting organizational requirements.
• Coaching for Improvement - asking instead of telling; increases problem-solving capabilities in others
• Standard Work Checklist—leadership activities to be performed daily/weekly/monthly; drives action and accountability toward strategic goals.

Communication between leaders and staff is bi-direction and cross functional. All quality and safety issues and barriers, including but not limited to staffing knowledge, training and skills, are brought to the attention of the next level leader up through senior leadership, the individuals responsible for the QAPI.

Senior leaders are supported by a structure of formal and informal committees or work groups where the components of the program are defined, implemented, refined, and monitored. These work groups are comprised of attending physicians, resident physicians, staff, management, patients and community members and are represented via a reporting process to the Inpatient and Ambulatory Operations Councils, which acts as the “oversight committee” for QAPI and patient safety reporting. The QAPI reports to the Patient Safety and Quality Committee of the Board Authority. The Medical Staff Committee reports directly to the Board Authority. Refer to Appendix I and Appendix II.

Strategic planning and timeline are in place that is parallel to the budget process so we can have a budget aligned with the initiatives. Appendix III.
As part of the oversight process, the QAPI information flows from the department/service work groups and committees to Senior Leadership Council and Patient Safety and Quality Committee (PSQR). Quality reports are submitted to the PSQC. Through this process an annual review of the entire QAPI content and results occurs.

**Patient Safety and Quality Committee**

The Patient Safety and Quality Committee (PSQC) is a confidential committee protected under Wisconsin State Statutes 146.37 and 146.38. This committee was established on behalf of the University of Wisconsin Hospitals and Clinics Authority Board of Directors (“Board”) and provides oversight and is accountable for ensuring continue improvement of health outcomes and the patient experience across UW Health. Specifically, the PSQC provides oversight, monitoring, and assessment of key organizational process, outcomes and external reports, and recommends action to the Board. In addition, the Board looks to the PSCQ to review, assess and recommend Board action for all quality matters brought before the Board.

PSQC membership is cross functional and multidisciplinary including members of the medical staff.

The PSQC ensure top level commitment to clinical, services and organization excellence at UW Health by: Overseeing the effective functioning of systems and policies to enhance the safety, health outcomes and care experience for UW Health patients, and providing a forum for review of sensitive quality improvement, safety, critical events causal analysis, risk, and regulatory (non-fiscal) compliance plans. Monitoring and review consist of:

- Safety events and results from root cause analysis and failure modes and effects analysis.
- Medication Safety
- Culture of Safety
- Nursing Quality (including information on discharge planning, patient’s rights, use and safety regarding restraints and seclusion)
- Infection Control
- Transplant
- Behavioral Management and Treatment
- Pain Management
- Patient Experience (including information obtained through complaints and grievances)
- Clinical Knowledge Management
- Government Programs
- Environment of Care
- Risk Management and Risk Assessments
- Resident Quality and Safety
- Strategic Process Improvement Initiatives

**Medical Board**

The medical staff is accountable for the quality of care within UW Health and accepts and assumes this responsibility subject to the Authority Board. The medical staff practicing in UW Health organize themselves in conformity with the Bylaws and rules and regulations throughout UW Health. The Medical Staff Executive Committee reports to the Board. The roster of multidisciplinary standing Medical Staff Committees consists of:

- Bylaws Committee
- Credentials Committee
- Critical Care Committee
- Ethics Committee
• Graduate Medical Education Committee
• Hearing Peer Review Committee
• Infection Control Committee
• Investigation Committee
• Medical Records Committee
• Medical Staff Behavior Committee
• Nutrition Committee
• Operation Room Committee
• Peer Review Committee
• Pharmacy and Therapeutics Committee
• Provider Health Committee
• Respiratory Care Committee
• Resuscitation Review Committee
• Utilization Management Committee
• UW Health Clinical Policy Committee

**UW Health Patient Safety Committee**

The purpose of the Patient Safety Committee is to identify patient safety risks and hazards within UW Health, ensuring mitigation of those risks, and overseeing the improvement efforts for reducing harm events.

**QAPI Plan**

**Prioritization of Areas for Measurement**

The process for identifying priorities for measurement requires input and discussion with senior leadership, departments, and services from all areas involved with quality performance measurement and improvement. Priorities are identified based on

- organizational foundational competencies,
- strategic domains,
- regulatory requirements,
- opportunities identified in external benchmarking, opportunities identified through analysis of patient safety event reports,
- opportunities identified through patients, families and staff surveys, complaints and grievances,
- gaps identified in care compared to best practices and clinical practice guidelines,
- opportunities identified through other analyses with consideration of high-risk, high-volume or problem-prone areas, and
- opportunities identified through the assessment of our sustainability of the corrections and improvement activities.

As performance measurement is monitored through internal and external reports, areas of improvement opportunities are identified and communicated with operational leaders through a process we call “catchball.” Catchball is a process where ideas and information are shared back and forth or up and down the organization. Impact to patient safety and patient outcomes and organizational level of readiness are considered in the prioritization of initiatives. Key objectives with accompanying metrics are identified as a mechanism to determine the success of interventions. Appendix IV
Priority initiatives have defined measures that are monitored by leadership including the Board and cascade to all applicable clinical areas. The clinical areas monitor their results and their impact on the priority measures as well as other quality, safety and operational measures they have identified as priorities for their area. Priority measures – Appendix V

Data is then gathered and displayed with benchmark goals and indicators on a pre-determined data refresh timeframe (e.g. weekly, monthly, quarterly). Enterprise Analytics department supports the display and distribution of these dashboards and scorecards.

Cross functional teams are identified to collaboratively develop improvement initiatives around these priorities. The improvement teams will also identify metrics to assess the impact of their improvement initiatives. The work groups discuss data analysis and determine what changes must be implemented to reach the desired outcome. Analysis usually involved multiple tests of change and analysis. Implementation begins and re-measurement occurs with refinement in actions if the desired outcome is not achieved or the outcome is not maintained.

Analysis also involves a standard process for using run charts, run chart rules for interpretation and statistical control methods, when applicable. Analysis also use a standard method of comparison with published and/or external benchmarks to analyze measures of performance.

Communication of the information is the responsibility of clinical and administrative leadership. The information is reported to various committees throughout the organization and may vary based upon the topic. Key stakeholder meetings include but are not limited to: Quality, Safety and Improvement department, Senior Leadership Council, Inpatient and Ambulatory Operations Council, Madison Operations Council, weekly Leadership Update. and the Patient Safety and Quality Committee of the Board Authority.

Improvements in quality outcomes, process and safety occur throughout the organization and are facilitated by cross functional partners. These include the key functions listed below, among others.

**Quality, Regulations and Accreditation**
- External surveillance of benchmarking, quality, and regulatory requirements.
- Internal Quality and regulatory compliance and survey readiness
- Monitor and support participation on national registries, certifications and accreditations.
- Assist UW Health staff and physicians with identification of appropriate data resources,
- Assist UW Health in prioritizing improvement initiatives.

**Patient Safety**
- Culture of Safety
- Event Reporting, not only events that cause harm or risk to the patient but also those that do not “near misses”.
- Facilitation of root cause analysis for high harm and sentinel events, monitoring of action plans items to ensure completion
- Dissemination of key learning from safety and improvement events to support learning across the organization as well as with external organizations

**Organizational Improvement**
- Coaching and mentorship of improvement education, specifically the UW Health Way
- Facilitation of value stream and rapid improvement workshops
- Communication lessons learned
• Support key strategic and departmental improvement initiatives using the FOCUS PDCA improvement methodology.

The Center of Clinical Knowledge Management evaluates and organizes evidence to drive clinical decisions that promote efficiency, consistency and quality throughout UW Health by:

• Developing clinical practice tools (guidelines, protocols, policies, etc.) that promote evidence-based care across the continuum of health needs
• Enabling the adoption of evidence-based practices and decision making within the electronic health records by standardizing clinical decision support tools (order sets, best practice alerts, etc.) to decrease unwarranted variation in care and improve safety

Patient and Family Experience is dedicated to improving human experience in healthcare, by:

• Collaborate with providers and staff to evaluate the importance of experience across all care settings.
• Partnering with current and former UW Health Patients and their family members through our Patient and Family Advisor Partnership Program.
• Improving communication skills
• Providing insight into the UWHCA patient experience via data analysis and observations.
• Recognizing those who provide excellent experiences
• Monitor complaints and grievances
• Supporting process improvement to better engage all members of the healthcare team, patients and their families.

Competency

All staff have required orientation, annual testing and ongoing training. Policy 9.60 New Employee Orientation summarizes the elements included in orientation and ongoing training sessions. These elements include infection control, quality improvement, patient safety and risk management, policies and procedures, compliance, patient care initiatives, values and culture. Staff providing medical care also have regular competency testing. Orientation, testing and training applies to contracted services as well. Quality and performance problems result in corrective or improvement activities.

Once initial training takes place, training is provided with enough frequency as to ensure the staff possesses the required knowledge and skills. This includes the safely care for restrained or secluded patients in accordance with regulations where applicable such as nursing.

All contracts for contracted services have language regarding expectations on the quality and safety of care and compliance with our improvement initiatives, policies, etc. A database keeps track of all contracted services is located in the Legal Department and the Purchasing Department. This list includes scope and nature of the service provided.

Privileged practitioners are also assessed for their quality of care. Privileges and qualifications are consistent with established criteria that are approved by the Medical Board and assessed every two years. This process is documented in the 8.39 Peer Review for All Individuals Holding Clinical or Professional Privileges Review Policy and Medical Staff ByLaws.

Improvement Model

Improvement work is approached using A3 thinking and is standardly documented as an A3. The improvement technique developed internally and adopted by UW Health is referred to as FOCUS PDCA. FOCUS PDCA is one part of the improvement model utilized at UW Health. The FOCUS PDCA technique is the model utilized for improvement work. See Appendix VI.
This cyclical process incorporates finding an opportunity, organizing a team, clarifying current knowledge, understanding root causes of the problem, selecting improvements and then testing changes. Multiple tests of changes under a variety of conditions may occur and include collecting data to measure the effects of the test, analyzing the results of the test, identifying which action steps to take, and repeating tests of change as necessary.

Summary

The Quality Assessment Performance Improvement plan provides the framework for UW Health to implement quality and performance improvement, and safety activities. These activities improve patient outcomes and patient safety in a comprehensive, methodical, and systematic manner.
APPENDIX

Appendix I

UW Health Quality Reporting Structure
February 12, 2020
Appendix II

**UW Health Quality Oversight Structure**

*February 2020*

**Purpose:** The purpose of this document is to depict the integration of quality and safety into the operations and governance of UW Health. This document is not meant to be an organizational chart or depict a reporting structure.

**Governance:** The board committee on quality (Patient Safety and Quality Committee) will ultimately be responsible for the quality and safety outcomes of UW Health.

**Operational Committees:** The various local improvement activities and outcomes will report to the operational committees. This is not meant to depict the entirety of UW Health committee structure.

**Local Improvement Efforts:** These are examples of various groups supporting improvement activities occurring across the organization.

**Infrastructure and Support:** These are examples of the types of system infrastructure and support that exist within the organization.
Appendix III

Corporate Portfolio: Initiative Prioritization and Decision Process

- Prioritization Scoring
- Tiering (Do now, Do later, Don’t do)
- Sequencing and Pacing
- Approval

Portfolio Characteristics:
- Aim statement defines overarching outcome
- Multiyear
- Updated as new needs are identified
Appendix IV

Goal Setting and Measure Review Process
Appendix V

Strategic Goals impacting Patient Safety, Quality and Patient Experience

- Patient Experience: Exceed expectations of our patients and families Goals:
  o Annual Number of Denied Transfers Due to MDs, Beds, and/or Staffing = 0
  o New Primary Care Patients Seen in 10 Days = 69%
  o New Speciality Care Patients Seen in 10 Days = 55%
- Population Health: Bring value through an equitable, coordinated, affordable system of care that improves the health of our patients and communities.
- Distinctive Programs: Develop and grow remarkable clinical programs with patient outcomes that are recognized locally, regionally, nationally.
- Discovery & Innovation: Be the preferred, trusted partner to safely and equitably lead innovation and take it from discovery to the people we serve.
- Empower our providers and staff to be problem solvers for the betterment of our patients. All staff will complete introduction and participant level UW Health Way training by July 31, 2021. All leaders will complete Lead Level Training by December 2023.
- Zero Harm measures by Serious Safety Events Per Adjusted Patient Discharge (Annual) = 0 by FY23
- Goal 3: UW Health must ensure that staff and physicians have what they need to effectively care for the people and families we serve while also caring for their own well-being. Goals:
  o Annual Non-Physician Turnover Rate = 11.3%
  o Annual Physician Turnover Rate = 4.4%
  o Biennial Provider Burnout = 30%
- In order for UW Health to continue to have the privilege of caring for patients and delivering remarkable healthcare, we need to maintain financial health. Goal: Total Operating Margin >/= 3.5%

Key Quality and Safety Measures Monitored by the Patient Safety and Quality Committee of the Board

- Total 30-Day Mortality
- SSI incidence
- Inpatient “Overall Rating”
- Ambulatory- Breast Cancer Screening
- Ambulatory-Controlling high BP
- Likelihood of Recommending Clinic (in person only)
- Likelihood of Recommending Clinic (telehealth only)
- SSER
- 30-Day Readmission
Appendix VI

UW Health Way

We aspire towards Remarkable Healthcare and to be remarkable in all areas of our organization, we need to think the same way about the work we do. How each person’s work optimizes patient and employee safety, patient experience, and provider and staff wellbeing, needs to be understood. By using the principles of UW Health Way, we will create a safer, more positive experience for our patients and a more fulfilling workplace for our providers and staff. We want to empower our providers and staff to be problem solvers for the betterment of our patients. The UW Health Way framework includes three parts:

1. Respect for People
2. Continuous Improvement
3. Management Systems (Strategic Focus, Real-Time Management, and Cross-Functional Teamwork)

FOCUS PDCA Methodology:
Executive Summary

Capital Contribution Authorization to Isthmus Project, Inc.
EXECUTIVE SUMMARY

DATE: May 27, 2021

RE: Capital Contribution Authorization to Isthmus Project, Inc.

UWHCA Board of Directors,

Isthmus Project, Inc. (the “Corporation”) is a nonstock, nonprofit corporation organized in 2018 under Wisconsin Statutes Chapter 181.

The Corporation is wholly owned by the University of Wisconsin Hospitals and Clinics Authority (UWHCA). Since its inception, the Corporation has been accruing payroll, purchase services and other expenses on its financial statements. UWHCA and University of Wisconsin Medical Foundation, Inc. (UWMF) have covered these expenses.

The current net liabilities (accrued through March 21, 2021) are $843,449.45, with only $15,000 cash on hand. We are requesting $1,000,000.00 as a capital contribution to repay these companies and cover expenses from Fiscal Year 2020 (FY20) and estimated expenses through the end of FY21 (June 30, 2021).

Thank you for your consideration.
Resolution

Capital Contribution Authorization to Isthmus Project, Inc.
RESOLUTION OF THE BOARD OF DIRECTORS OF
THE UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY

CAPITAL CONTRIBUTION AUTHORIZATION TO ISTMUS PROJECT, INC.

May 27, 2021

WHEREAS, University of Wisconsin Hospitals and Clinics Authority (the “Authority” or “UWHCA”) is the sole member of the Isthmus Project, Inc. (the “Corporation”); and

WHEREAS, the Corporation’s purposes are to support the stated missions of the Authority and University of Wisconsin Medical Foundation, Inc. (“UWMF”) (collectively, “UW Health”) and the University of Wisconsin School of Medicine and Public Health as defined in the Corporation’s Bylaws; and

WHEREAS, since its inception, the Corporation has accrued expenses including payroll, purchase services, and additional expenses as noted on its financial statements, and UW Health has since covered these expenses; and

WHEREAS, UW Health Finance has developed a cash estimate for the Corporation’s expenses for Fiscal Year 2020 and Fiscal Year 2021 and is requesting the Authority to review and approve a capital contribution (the “Contribution”) to the Corporation in the amount of One Million Dollars ($1,000,000.00) to cover these expenses; and

WHEREAS, pursuant to its rights under Section 3.01(h) of the Corporation’s Bylaws, the Authority shall have the sole power and voting right to approve the Contribution to any joint venture or other similar business arrangement, with any other entity or person, except as permitted by the Corporation’s Investment Guidelines; and

WHEREAS, based on the recommendation of UW Health Management and upon consideration of other relevant factors, the Authority Board has determined it is in the best interest of the Authority and the Corporation to approve the Contribution of One Million Dollars ($1,000,000.00) to the Corporation to cover the Corporation’s expenses for Fiscal Years 2020 and 2021.

NOW, THEREFORE BE IT RESOLVED, that the Authority hereby authorizes and approves the Contribution in the amount of One Million Dollars ($1,000,000.00) to cover the Corporation’s expenses for Fiscal Years 2020 and 2021; and

FURTHER RESOLVED, that the UW Health Chief Executive Officer (“CEO”) or his delegates ("Authorized Officers") are hereby authorized, empowered, and directed to execute, deliver, perform, and take all such actions as may be considered proper and convenient to carry out the foregoing resolution and any and all acts heretofore taken by the UW Health CEO, or his delegates in connection with the foregoing resolutions are hereby ratified and confirmed; and
FURTHER RESOLVED, that any and all lawful actions previously taken by the UW Health CEO, and any Authorized Officers and representatives on behalf of and in furtherance of the matters contemplated by the foregoing resolutions are hereby ratified, confirmed and approved in all respects.
Executive Summary, UW Organ & Tissue Donation Advisory Board Update:

Per federal regulations, UW Organ & Tissue Donation is required to have an advisory board with accompanying bylaws. These bylaws needed to be updated to reflect current regulations / standards and updated processes. These bylaws revisions were reviewed by UW Health legal. The UWHCA Board has authority over the UW OTD Advisory Board and must approve changes to the bylaws and membership composition.

Bylaws Preamble:
These Amended and Restated Bylaws of the Advisory Board of the University of the Wisconsin Hospitals and Clinics Authority Organ Procurement Organization, d/b/a UW Organ & Tissue Donation, (“UW OTD”) is approved by the University of Wisconsin Hospitals and Clinics Authority (“UWHCA”) Board of Directors (the “UWHCA Board”) effective as of May 27, 2021. These Amended and Restated Bylaws replace in their entirety the bylaws approved November 4, 2009, amended October 16, 2019.

Summary of Changes:

• Updated conflict of interest requirements;
• Clarification of process for adding new members and clarify the membership process / requirements and terms;
• Allow more easily for ad-hoc committee formation; and
• Allow for electronic participation.

Submitted for May 27, 2021 UWHCA Board Meeting Consent Agenda
AMENDED AND RESTATED BYLAWS OF THE ADVISORY BOARD OF THE UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS ORGAN PROCUREMENT ORGANIZATION

These Amended and Restated Bylaws of the Advisory Board of the University of the Wisconsin Hospitals and Clinics Authority Organ Procurement Organization, d/b/a UW Organ & Tissue Donation, (“UW OTD”) is approved by the University of Wisconsin Hospitals and Clinics Authority (“UWHCA”) Board of Directors (the “UWHCA Board”) effective as of May 27, 2021. These Amended and Restated Bylaws replace in their entirety the bylaws approved November 4, 2009, amended October 16, 2019.

ARTICLE I

ORGANIZATION, PURPOSE, AND GOALS

Section 1.1 Purpose of UW OTD Advisory Board. The Advisory Board of the UW OTD (the “Advisory Board”) is created to perform the functions specified in these Bylaws and has no authority over any other activity of UW OTD. The Advisory Board shall comply with federal laws and regulations dictating the composition, actions, and authority of the Advisory Board. Recommendations and comments from this Advisory Board will be reported to the UWHCA Board, which is the Governing Board of the UW OTD. No member of the UWHCA Board may be a member of the Advisory Board.

The purpose of the Advisory Board is to support the mission and vision of UW OTD.

Section 1.2 Mission and Vision of UW OTD.
Mission: UW OTD advocates for donors, donor families, and recipients and educates healthcare professionals and the public to enrich and save lives through organ and tissue donation.

Vision: Universally recognized as a preeminent organ procurement organization, we will identify and maximize every opportunity to save lives through organ donation.

ARTICLE II

MEMBERS

Section 2.1 Composition of the Board of Members.
(a) The Advisory Board shall be comprised of:
(1) The Director of UW OTD;
(2) A UWHCA Hospital Administration representative;
(3) A hospital administrator who represents an acute care donor hospital;
(4) An Emergency Department or ICU representative;
(5) A tissue bank and/or eye bank representative;
(6) A voluntary health association’s representative;
(7) A representative of the public residing in UW OTD’s service area;
A physician with knowledge, experience, or skills in the field of histocompatibility, or an individual with a doctorate degree in a biological science and with knowledge, experience, or skills in the field of human histocompatibility;

A neurosurgeon or other physician with knowledge or skills in the neurosciences;

One transplant surgeon representing each of the transplant hospitals in the service area with which UW OTD has arrangements to coordinate its activities (The transplant surgeon must have practicing privileges and perform transplants at the transplant hospital represented) One person may represent more than one transplant hospital so long as such person have privileges at each transplant hospital so represented; and

An organ donor family member.

Other individuals deemed necessary by the Director.

(b) **Ad-hoc Members and Committees:** The Advisory Board may convene ad-hoc committees or designate ad-hoc members as needed and on an on-going basis.

**Section 2.3 Appointment and Term.** The UW OTD Director will make recommendations for individuals appointed to the Advisory Board. These recommendations will be reviewed for approval by the UWHCA Board. Each Advisory Board member shall be appointed for a two-year term and may serve additional terms at the discretion of the Director.

**Section 2.4 Removal of Members.** Members may be removed at any time by a majority vote of the members of the Advisory Board, by the Director, acting on behalf of and at the direction of the UWHCA Board, or as provided in Section 2.7.

**Section 2.5 Quorum.** A Quorum shall be considered to be met when a majority of individuals then comprising the Advisory Board at present at a meeting. Members participating by web or telephone conference shall be considered present. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Advisory Board. The Advisory Board Chair will determine if a quorum is present at the beginning of each meeting.

**Section 2.6 Meetings and Notices.** Meetings of the Advisory Board may be called by the Chair of the Advisory Board, the UW OTD Director, or upon the written request of any member of the Advisory Board. The purpose of any such meeting shall be specified and an agenda will be provided. The Advisory Board will meet once each year at a minimum. Meeting minutes will be taken and distributed to all members. Advisory Board, members may be asked to provide feedback or contribute otherwise to UW OTD in between official meetings, either in person, over the phone, or via email.

**Section 2.7 Attendance.** Members are expected to attend all meetings of the Advisory Board. Members who do not attend at least one meeting per calendar year shall be automatically removed from membership at the end of the year, unless excused from all meetings during that year, under the discretion of the Advisory Board Chair.

**Section 2.8 Action by electronic voting.** The Advisory Board may act by email ballot or other electronic voting method. Upon electronic approval by a majority of the voting members, the action shall be the act of the Advisory Board. If expressly stated in the action item, an abstention may be considered approval.
ARTICLE III
OFFICERS OF THE BOARD

The Advisory Board shall have a Chair and Vice Chair and other officers as the members may from time to time elect. Officers shall be elected by a majority vote of the Advisory Board. Any officer may be removed by a majority vote of the Advisory Board. Any vacancy occurring in any office shall be filled by the members. The term limit for these officers shall be two years. The Advisory Board shall be staffed by members of UW OTD, as directed by the Director.

Roles and Responsibilities
Chair
(1) Approve meeting agendas and all relevant materials prior to distribution.
(2) Facilitate meetings.
(3) Ensure there is a quorum at the beginning of each meeting.
(4) Lead all meetings, including member votes.

Vice Chair
(1) Fulfills the Chair responsibilities if the Chair is absent.
(2) Collaborates with UW OTD leadership to recruit and retain Advisory Board membership.
(3) Annually reviews the officers for re-election and makes recommendations to the Advisory Board on such officer elections.

ARTICLE IV
POWERS OF THE ADVISORY BOARD

Section 5.1 Powers of the Advisory Board. The Advisory Board may make recommendations on the following:
(1) Procurement of organs.
(2) Effective agreements to identify potential organ donors with a substantial majority of hospitals in the UW OTD service area that have facilities for organ donation.
(3) Systematic efforts, including professional education, to acquire all useable organs from potential donors.
(4) Arrangements for the acquisition and preservation of donated organs and provision of quality standards for the acquisition of organs that are consistent with the standards adopted by the Organ Procurement and Transplant Network (the “OPTN”).
(5) Appropriate tissue typing of organs.
(6) A system for allocation of organs among transplant patients that is consistent with the rules and requirements of the OPTN, as defined in CMS § 486.320,.
(7) Transportation of organs to transplant hospitals.
(8) Coordination of activities with transplant hospitals in the OPO's service area.
(9) Participation in the OPTN.
(10) Arrangements to cooperate with tissue banks for the retrieval, processing, preservation, storage, and distribution of tissues as may be appropriate to assure that all useable tissues are
obtained from potential donors.

(11) Annual evaluation of the effectiveness of the OPO in acquiring organs.
(12) Assistance to hospitals in establishing and implementing protocols for making routine inquiries about organ donations by potential donors.

Section 5.2 Adoption of Policies. Policies recommended by the Advisory Board shall not take effect until approved pursuant to applicable UWHCA’s policy on amending clinical and administrative policies.

Section 5.3 Limit on Authority of Advisory Board. The Advisory Board has no authority over any other activity of the UW OTD beyond the recommending power specified in section 5.1.

ARTICLE V

CONFLICT OF INTEREST

Prior to taking any action in an official capacity on any matter involving a potential conflict of interest or an actual conflict of interest, any Advisory Board Member shall state the nature of the potential or actual conflict of interest. Any Advisory Board Member having an actual conflict of interest in a transaction with UW OTD shall refrain from participating in any discussion or debate on the issue out of which the conflict arises and will refrain from voting on the issue. All Advisory Board Members will complete the UW Organ and Tissue Donation Annual Report of Outside Activities each year.

ARTICLE VI

CONFIDENTIALITY

Subject to the requirements of applicable law, the members of the Advisory Board shall take such steps as are necessary to preserve the confidentiality of (1) sensitive business records and financial and commercial information concerning or belonging to UWHCA which are of a nature not customarily provided to business competitors, (2) confidential patient or personnel information, (3) confidential information concerning potential or pending claims, and (4) other confidential information to which they may have access in the course of their duties for the Authority.

ARTICLE VIII

AMENDMENTS

Section 8.1 Amendment to the Bylaws. Amendments to these Amended and Restated Advisory Board Bylaws may be proposed to the Advisory Board by any Advisory Board member. Advisory Board members must be presented with the proposed changes either at an official meeting of the Advisory Board or through electronic communication and may vote to approve immediately or request thirty (30) days to review amendments and respond within that time frame with comments or changes. When approved by a majority vote of the Advisory Board, proposed amendments shall be submitted to the UWHCA Board and shall take effect upon approval of the
UWHCA Board. Any changes made by the UWHCA Board will be shared with members of the Advisory Board.

Section 8.2 Amendments by Governing Board: The UWHCA Board may propose amendments to these Amended and Restated Advisory Board Bylaws at any time. The proposed amendments shall be submitted to the Advisory Board for comment. The Advisory Board shall have thirty (30) days in which to submit comments to the UWHCA Board. The UWHCA Board shall consider any timely submitted comments and then may adopt all or part of the proposed amendments.
Attachment

UW Organ & Tissue Donation Advisory Board
Membership List
Spring 2021 UW OTD Members & Representation

Current:

- Dr. Nikole Neidlinger, MD, UW OTD Medical Director: Chair
- Ric Ransom: **UWHC Administration**
- Colleen McCarthy, Vice President, Organ and Tissue Services, Versiti: **Tissue Bank**
- Dr. Malcom DeCamp, MD, FACS, FCCP: **Voluntary Health Association**
- Dr. Luis Hidalgo, Ph.D., D (ABHI), Director UW HLA Lab: **Histocompatibility**
- Dr. Donn Dexter, MD, Dept. of Neurology, Mayo Clinic Health System- Eau Claire: **Neurologist**
- Dr. Anthony D’Alessandro, Associate Medical Director, UW OTD: **Transplant Surgeon**
- Maria Roswall: **Organ Donor Family Member**
- Michael Anderson, PA-C, Executive Director, UW OTD: **Director of UW OTD**
- Dr. Vincent Tranchida, MD, Dane County Medical Examiner’s Office
- Dr. Dixon Kaufman, Director, UW Health Transplant Center
- Kathryn Miller, MSN, RN, CCRN, SSM Health St Mary’s Madison
- Sue Broeren, RN, Thedacare Neenah
- Amanda Gilmeister, RN, Marshfield Medical Center – Marshfield Hospital
- Emily O’Brien, RN, Swedish American
- Eric Abbott, RN, Mercy Janesville

Vacant Positions:

- Member of the Public
- Hospital Administration
- ICU or ED Representation

*Bold* indicates CMS-required member role
Executive Summary

Highland Insurance Company, LLC
Operating Agreement Revisions
EXECUTIVE SUMMARY

TO: UWHCA Board of Directors
DATE: May 27, 2021
RE: Highland Insurance Company, LLC Operating Agreement Revisions

Dear UWHCA Board Members:

We are seeking your approval of the Highland Insurance Company, LLC (Highland) Operating Agreement revisions.

The Highland Board of Managers (Management Board) discussed and endorsed the formation of a Highland Executive Committee that could vet new policies and make decisions between Management Board meetings at their December 4, 2020 meeting. The Highland Management Board would need to amend the Limited Liability Company Operating of Agreement of Highland Insurance Company, LLC – a District of Columbia Limited Liability Company (Operating Agreement) to reflect the addition of the Highland Executive Committee. The Operating Agreement amendments, which would reflect the creation of the Highland Executive Committee, requires approval from the UWHCA Board as the sole Member of the entity.

While reviewing the Operating Agreement, it was also determined to revise terms of the members of the Management Board as the Management Board meets once a year (with ad hoc meetings added as needed).

Summary of the Proposed Second Amended and Restated Limited Liability Company Operating Agreement of Highland Insurance Company, LLC – a District of Columbia Limited Liability Company:

- Stagger members of the Management Board’s terms as determined by the Member, then Management Board members would serve for a term of three [3] years, which will subsequently be auto-renewed
- The Management Board may establish and manage committees and advisory bodies of the Management Board, elect and remove members, and may review and authorize changes of the same.
- The creation of the Highland Executive Committee including appointments and its authority

Attached for your consideration are the following documents:
- Proposed Second Amended and Restated Highland Operating Agreement (Redlined)
- Proposed Second Amended and Restated Highland Operating Agreement (Clean)
Attachment

Proposed Second Amended and Restated Highland Insurance Company, LLC Operating Agreement Revisions (REDLINED)
SECOND AMENDED AND RESTATATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

OF

HIGHLAND INSURANCE COMPANY, LLC

A DISTRICT OF COLUMBIA LIMITED LIABILITY COMPANY

Effective January 28, February 25, May 27, 2019
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF HIGHLAND INSURANCE COMPANY, LLC

Effective as of January 28February 25May 27, 2021

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the “Agreement”) is entered into as of __________, 2019, by and between Highland Insurance Company, LLC (the “LLC”) and University of Wisconsin Hospitals and Clinics Authority, a public body corporate and politic created pursuant to Chapter 233 of the statutes of the State of Wisconsin (the “Member”). The Member and various Affiliates of the Member are expected to participate in the LLC’s risk funding program. Capitalized terms not defined elsewhere herein are defined in Article 2 hereof.

ARTICLE 1 FORMATION

1.1 Articles of Organization. The LLC has caused the articles of organization (the “Articles”) to be executed and has caused the filing of the same with the Department of Insurance, Securities and Banking of the District of Columbia (the “DISB”). The LLC shall execute such further documents and take such further actions as shall be appropriate to comply with the requirements of the Act and the Captive Insurance Company Act for its operation as a limited liability company licensed as a captive insurance company.

1.2 Name. The name of the LLC shall be Highland Insurance Company, LLC, or such other name as the Management Board may from time to time determine.

1.3 Purpose. Subject to Section 1.4, the LLC is formed to engage in any lawful business or other activity permitted under the Act. The LLC shall have all powers available to it as a limited liability company under the Act. Without limiting the foregoing, the LLC expects to be licensed by the DISB as a captive insurance company under the Captive Insurance Company Act and expects to establish a risk funding program to provide indemnification and/or reinsurance for selected professional/general liability risks of the Member and certain of the Affiliates of the Member, as well as reimbursement indemnification to the Member and certain Affiliates of the Member for property, cyber, pollution, auto physical damage, auto liability, and other risks; in the future, the LLC may also provide other indemnification or reinsurance coverages to the Member, Affiliates of the Member and other persons to the extent permitted by the Captive Insurance Company Act, the DISB or other applicable laws.

1.4 Limitation on Actions. The operations of the LLC shall be conducted in such a manner as is consistent with the operational principles applicable to a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) (“501(c)(3) Organization”). The LLC shall take no action that would jeopardize the exempt status of the Member or any Affiliate of the Member that is currently a 501(c)(3) Organization.
1.5 **Registered Agent.** The location of the registered office and the name of the registered agent of the LLC in the District of Columbia shall be as stated in the Articles.

1.6 **Principal Place of Business.** The location of the principal place of business of the LLC shall be at the office of its Insurance Manager or at such other place as the Management Board shall determine, and the records of the LLC required by the Act to be maintained shall be maintained at that location.

1.7 **Term.** The term of the LLC shall commence upon filing of the Articles with the DISB and will terminate at such time as described in this Agreement or required under the Act.

1.8 **Qualification and Registration.** The Member and the Management Board shall execute and cause to be filed original or amended Articles and shall take any and all other actions as may reasonably be necessary to perfect and maintain the status of the LLC as a limited liability company.

**ARTICLE 2**

**DEFINITIONS**


*Affiliate* means an entity controlled by, in control of, or under common control with, another entity. For purposes of this definition, “control” (including the correlative terms “controlled by,” “in control of” and “under common control with”), with respect to any entity, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

*Agreement* means this Limited Liability Company Operating Agreement (including all Exhibits hereto), as it may be amended, supplemented or restated from time to time.

*Articles* has the meaning set forth in Section 1.1.

*Capital Account* means the capital account maintained for the Member in accordance with Section 3.4.

*Capital Contribution* means any cash or property contributed to the LLC by the Member.


*Fiscal Year* means the LLC’s annual accounting period set forth in Section 5.4.

*Indemnitee* has the meaning set forth in Section 6.8.1.

*LLC* has the meaning set forth in the preamble of this Agreement.
Management Board means the board composed of “managers” as defined in the Act that manages the LLC as set forth in Article 6.

Member has the meaning set forth in the preamble of this Agreement.

Membership Interest means the interest of the Member in LLC profits, losses, capital, surplus and other assets, as well as any and all benefits to which the Member may be entitled as provided in this Agreement or the Act, together with the obligations of the Member to comply with the terms and provisions of this Agreement.

Notice has the meaning set forth in Section 8.2.

Percentage Interest means the 100% ownership interest of the sole Member in the LLC.

Statement of Dissolution has the meaning set forth in Section 7.2.4.

Unit means a Membership Interest of a Member in the LLC representing a fractional part of all the Membership Interests.

ARTICLE 3
CAPITALIZATION OF THE LLC

3.1 Capitalization. The LLC is initially authorized to issue up to 1,000 Units.

3.2 Capitalization and Units. The initial amount credited to the Capital Account with respect to the Member, the initial number of Units granted to the Member and the initial percentage interest of the Member are reflected on Exhibit A.

3.3 Additional Capital Contributions.

3.3.1 General Rule. No additional Capital Contribution shall be required unless approved in writing by the Management Board and the Member making such additional Capital Contribution.

3.3.2 Additional Contributions. In the sole discretion of the Management Board, the LLC, from time to time, may permit the Member to contribute additional capital or surplus to the LLC in exchange for additional Units. Participation in such additional Capital Contributions shall be in the Member’s sole discretion, and the terms and conditions of such additional Capital Contributions, including the number and class of new Units to be granted in exchange for the Member’s additional Capital Contribution, shall be determined by the Management Board.

3.4 Capital Account. A Capital Account shall be maintained for the Member. The Member’s Capital Account shall consist of the Member’s credited capital and surplus contributions increased by the Member’s share of LLC operating surpluses and decreased by distributions to the Member and by the Member’s share of LLC deficits. No advance of money to the LLC by the Member shall be credited to the Capital Account of the Member.
ARTICLE 4

DISTRIBUTIONS

4.1 Distributions. Distributions shall be made to the Member at such times and in such aggregate amounts as may be determined by the Management Board in its sole discretion, subject to prior receipt of written approval from the DISB. No distribution shall be made to the extent prohibited under the Act.

4.2 Liquidation Distributions. Distributions in liquidation of the LLC shall be made as provided in Section 7.2, subject to prior receipt of written approval from the DISB.

4.3 In-Kind Distributions. At any time, and from time to time, in the sole discretion of the Management Board, the LLC may distribute to its Member securities or other property held by the LLC, subject to prior receipt of written approval from the DISB.

ARTICLE 5

ALLOCATIONS AND ACCOUNTING

5.1 General Allocations. Except as otherwise required by applicable provisions of tax law, solely for federal income tax purposes and for purposes of certain state income tax laws, the LLC shall be disregarded as an entity separate from its sole tax owner/Member, University of Wisconsin Hospitals and Clinics Authority, a public body corporate and politic created pursuant to Chapter 233 of the statutes of the State of Wisconsin that treats the LLC as disregarded for federal income tax purposes. Each item of LLC income, gain, loss, deduction, and credit shall be treated as if realized directly by, and shall be allocated 100% to, the Member.

5.2 Accounting, Tax Reports and Professionals.

5.2.1 Maintenance of Records. The LLC’s accounting records shall be maintained at the principal place of business of the LLC. The LLC shall keep its accounting records on the method of accounting selected by the accountants normally servicing the books and records of the Member, subject to the concurrence of the Management Board.

5.2.2 Accounting and Reports. The books of account shall be closed promptly after the end of each fiscal year. Promptly thereafter, the LLC shall make such written reports to the Member as the LLC determines and as may be required by the Captive Insurance Company Act or the DISB, which may include a balance sheet of the LLC as of the end of such year, a statement of income and expenses for such year, a statement of the Member’s Capital Account as of the end of such year, and such other statements with respect to the status of the LLC and distribution of the profits and losses therefrom as are considered necessary by the Member to advise the Member properly about its investment in the LLC for financial accounting and tax reporting purposes.

5.3 Bank Accounts. The bank accounts of the LLC shall be maintained in such U.S. banking institutions as the Management Board shall determine. The funds of the LLC shall not be commingled with the funds of any other person or entity.
5.4 **Fiscal Year.** The fiscal year of the LLC for tax and accounting purposes shall end on the last day of the Member’s fiscal year, currently the last day of June, unless otherwise determined by the Management Board (the “Fiscal Year”).

**ARTICLE 6**

**MANAGEMENT/DECISIONS/MEMBERS**

6.1 **Management Generally.**

6.1.1 Except as otherwise provided in this Agreement, the management and control of the LLC shall be vested exclusively in the Management Board. The members of the Management Board of the LLC shall initially consist of five (5) individuals appointed by the Member acting through its Board of Directors; the Member may from time to time by written action fix the number of Management Board members as it shall see fit, provided that there shall be at a minimum two (2) Management Board members at all times. The members of the Management Board’s terms may be staggered as determined by the Member; thereafter the members of the Management Board shall serve for an initial term of three (3) years, which will subsequently be auto-renewed terms with no limit on the number of terms that may be served. The initial members of the Management Board are set forth on Exhibit B.

6.1.2 Any member of the Management Board may resign at any time upon notice to the LLC and such resignation shall take effect upon receipt of notice by the LLC or at any later time specified in the notice. In addition, the Member may remove any member of the Management Board at any time, with or without cause. Vacancies on the Management Board shall be filled by the Member in the same manner as specified in Section 6.1.1.

6.2 **Meetings, Notice, and Action by the Management Board.**

6.2.1 **Regular Meetings; Notice.** The Management Board from time to time may establish dates for regular meetings of the Management Board and may fix the time and place thereof. Notice of any regular meeting of the Management Board shall not be required to be given; provided, however,! that in case the Management Board shall fix or change the time or place of any regular meeting, notice of such action shall be given in writing promptly to each member of the Management Board who shall not have been present at the meeting at which such action was taken, (i) by personal delivery, courier or messenger, and such notice shall be deemed to be given when the same shall have been delivered to a member of the Management Board at his or her address as it appears on the records of the LLC; or (ii) by electronic mail (e-mail), facsimile or electronic transmission, and such notice shall be deemed to be given when the same shall have been transmitted to a member of the Management Board’s e-mail address or facsimile number as it appears on the records of the LLC. At least one meeting per year shall be held in the District of Columbia; provided that the members of the Management Board may participate via telephone or other communication arrangements whereby all attendees can simultaneously hear each other, so long as at least one LLC officer, legal counsel or a representative of the LLC’s captive management company is present in the District of Columbia for the meeting, to the extent required by the DISB or the Captive Insurance Company Act.
6.2.2 **Special Meetings; Notice.** Special meetings of the Management Board shall be held whenever called by a majority of the members of the Management Board, at such time and place as may be specified in the respective notices or waivers of notice thereof. Notice of any special meeting shall be given at least forty-eight hours prior thereto and may be delivered verbally or in writing. The foregoing shall not be construed to require personal notice, but such notice may be given in writing: (i) by personal delivery, courier or messenger, and such notice shall be deemed to be given when the same shall have been delivered to a member of the Management Board at his or her address as it appears on the records of the LLC; or (ii) by electronic mail (e-mail), facsimile or electronic transmission, and such notice shall be deemed to be given when the same shall have been transmitted to a member of the Management Board’s e-mail address or facsimile number as it appears on the records of the LLC. Any member of the Management Board may waive notice of any meeting. The attendance of a member of the Management Board at a meeting shall constitute a waiver of notice of such meeting, except where a member of the Management Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice of any special meeting shall not be required to be given to any member of the Management Board who shall waive notice of such meeting in writing, whether before or after the time of such meeting; and any such meeting shall be a legal meeting without any notice thereof having been given if all the members of the Management Board shall be present thereat. Notice of any adjourned meeting shall not be required to be given.

6.2.3 **Quorum.** The presence of more than one-third (1/3) of the members of the Management Board shall constitute a quorum for the transaction of business at a meeting of the Management Board.

6.2.4 **Voting; Manner of Acting.** Each member of the Management Board shall be entitled to cast one vote. The vote of not less than a majority of the members of the Management Board present at a duly constituted meeting of the Management Board at a time where a quorum exists shall constitute an action or approval by the Management Board unless otherwise specified in this Agreement.

6.2.5 **Action Without a Meeting.** Any action that may be taken by the Management Board at a meeting may be taken without a meeting if a unanimous consent in writing, setting forth the action so to be taken, shall be signed by all the members of the Management Board.

6.2.6 **Participation.** Members of the Management Board may attend a meeting of such Board by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other.

6.2.7 **Compensation.** By resolution of the Management Board, each member of the Management Board may be reimbursed for his or her actual reasonable expenses, if any, of attendance at each meeting of the Management Board.

6.3 **Authority of the Management Board.** Subject only to the limitations specifically set forth in this Section and elsewhere in this Agreement, the Management Board shall have full authority to bind the LLC by execution of documents, instruments, agreements, contracts or
otherwise and to do all lawful acts as are not by statute, the Articles, or this Agreement directed or required to be exercised or done by the Member. The Management Board may establish and manage committees and advisory bodies of the Management Corporate Board and elect and remove members of the same. The Management Board may, from time to time, retain any person or entity to provide services to the LLC, but only if the Management Board reasonably believes that such person or entity is qualified to provide such services. The Management Board is entitled to rely in good faith upon the recommendations, reports, advice or other services provided by any such person or entity. The Management Board shall elect a President, a Treasurer and a Secretary from members of the Management Board and may from time to time elect such other officers and assistant officers of the LLC as they deem necessary, each of whom shall have the authority and responsibility and serve for the term designated by the Management Board or as agreed to by the officer and the LLC in a separate written agreement signed by both parties. Any assistant officer so elected shall be subordinate to the President and the Secretary and shall have such delegated authority as granted to him or her by the President, the Secretary or by policy of the Management Board. None of the officers shall be deemed managers as that term is used in the Act. The Management Board in its sole discretion may remove officers at any time, and an elected officer may resign upon written notice to the LLC. The Management Board may fill any vacancies. None of the Board, the officers or any employee or agent of the LLC may cause the LLC to do any of the following without the prior written approval of the Member:

6.3.1 amend this Agreement or the Articles, except with respect to a change of registered agent;

6.3.2 merge the LLC with or consolidate the LLC into any other entity;

6.3.3 sell or issue any membership interest in the LLC, or admit any additional members;

6.3.4 dissolve, liquidate or reorganize the LLC;

6.3.5 sell, lease, exchange, or otherwise dispose of all or substantially all of the LLC’s assets; or

6.3.6 incur any indebtedness.

6.3.6 Committees of the Board of Managers. The Corporation Management Board may create committees, having such powers as specified by the Corporation Management Board, and as are then permitted by this Operating Agreement.
6.5 Executive Committee. The Management Board shall have an Executive Committee, that shall have and may exercise, when the Board of Managers is not in session, the power of the enables the Management Board and LLC to carry out its purposes.

6.5.1 Number; Qualification; Appointment. The Executive Committee shall consist of three (3) voting members of the Highland Insurance Company, LLC Board of Managers Management Board for such period as determined by the Management Board. The Management Board may remove any Executive Committee member at any time for any reason. The Executive Committee member may resign at any time by filing his or her written resignation with the Management Board.

6.5.2 Authority of the Executive Committee. Subject only to the limitations specifically set forth in this Section and elsewhere in this Agreement, the Executive Committee shall have and may exercise, when the Board of Managers is not in session, the power of the Management Board in the exercise of the Assigned Powers except as limited by § 6.3 herein. Full authority to bind the LLC by execution of documents, instruments, agreements, contracts or otherwise and to do all lawful acts as are not by statute, the Articles, or this Agreement directed or required to be exercised or done by the Member.

6.6 President. The President shall be the chief executive officer of the LLC and shall in general supervise and control all of the business and affairs of the LLC. The President may sign any certificates, deeds, mortgages, bonds, contracts or other instruments which the Management Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Management Board to some other officer or agent of the LLC, or shall be required by law to be otherwise signed or executed. The President shall also perform all other duties incident to the office of President and other duties as may be prescribed by the Management Board.

6.6.7 Secretary. The Secretary shall record the proceedings of all meetings of the Management Board and any written consents of the Member in books kept for that purpose. In the Secretary’s absence from any such meeting an Assistant Secretary, or if such Assistant Secretary is also absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have such other duties and other duties as may be prescribed by the Management Board.

6.6.8 Treasurer. The Treasurer, if appointed, shall oversee the LLC’s funds, bank accounts and investments and shall prepare or direct the preparation of the LLC’s financial statements.

6.7 Member’s Consent. For any action requiring the consent of the Member under this Agreement or the Act, the Member may act either through resolution adopted at a meeting or by written consent.
Indemnification and Liability of the Member, Members of the Management Board or Officers.

6.8.16.10.1 The Member, or any officer, director, employee or agent of the Member, or any member of the Management Board or officer of the LLC (each individually an “Indemnitee”) who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the LLC) by reason of the fact that such person is or was a Member or officer, director, employee or agent of the Member, or a member of the Management Board or officer of the LLC, shall be indemnified by the LLC against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe such person’s conduct was unlawful.

6.8.16.10.2 Expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to this Section 6.8 shall be advanced by the LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the LLC of a written commitment by or on behalf of the Indemnitee to repay such amount if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized in this Section 6.8.

6.8.16.10.3 The indemnification provided by this Section 6.8 shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled, under any agreement or otherwise.

6.8.16.10.4 Any indemnification provided hereunder shall be satisfied solely out of the assets of the LLC.

6.8.16.10.5 No Indemnitee shall be denied indemnification in whole or in part under this Section 6.8 by reason of the fact that the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

6.8.16.10.6 The provisions of this Section 6.8 are for the benefit of the Indemnities and shall not be deemed to create any rights for the benefit of any other person.

6.8.16.10.7 No Indemnitee shall be liable to the LLC or to the Member for any losses sustained or liabilities incurred as a result of any act or omission of such Indemnitee if any such act (or failure to act) was in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the LLC and did not constitute gross negligence, willful misconduct or breach of such person’s fiduciary duty to the LLC or the Member.

6.8.16.10.8 Notwithstanding anything to the contrary in this Section 6.8, no person shall be indemnified from, against or in respect of any liabilities, claims, losses, judgments, damages, costs and expenses (including attorneys’ fees) arising out of or resulting from the gross negligence or intentional misconduct of such person.
6.10.11 Related Party Transactions. The LLC is expressly permitted to enter into transactions with the Member or Affiliates of the Member for equipment, goods or services, provided that the price and other terms of such transaction are fair to the LLC and not less favorable to the LLC in the aggregate than those generally prevailing with respect to a comparable transaction between unrelated parties.

6.10.12 Rights and Obligations of the Member.

6.10.12.1 Limited Liability. The Member’s liability shall be limited as set forth in this Agreement, the Act or other applicable law. The Member shall not be liable for any debts or losses of the LLC except as set forth in this Agreement.

6.10.26.12.2 LLC Debt. The Member will not be liable for any debts or losses of the LLC in excess of the Member’s Capital Contribution, except as otherwise specifically required by the Act or other applicable law.

6.10.36.12.3 Changes in Membership or Interests.

(a) The Member may only sell, transfer or assign its interest in the LLC to another 501(c)(3) Organization or a single-member limited liability company the sole member of which is a 501(c)(3) Organization or an instrumentality of the State of Wisconsin. Any attempted transfer in violation of this Section 6.10.3(a) shall be considered null and void and the Member shall continue to be treated as the Member for purposes of this Agreement and shall continue to be bound by all of the provisions hereof.

(b) New members may not be admitted to the LLC without the prior written consent of and upon terms approved by the Member and the DISB. Admission of a new member is conditioned upon the approval and execution by the Member and the new member of an amended version of this Agreement containing appropriate provisions for a District of Columbia limited liability company with more than one member.

(c) The Member may not withdraw from the LLC prior to the dissolution and winding up of the LLC and shall be deemed in breach of this Agreement and to have withdrawn wrongfully upon any other resignation or withdrawal.

ARTICLE 7

TERMINATION AND DISSOLUTION

7.1 Dissolution. The LLC shall be dissolved solely upon the occurrence of any one of the following events (subject to the prior written approval of the DISB):

(a) The written determination of the Member to dissolve the LLC; or

(b) The entry of a decree of judicial dissolution of the LLC under law.

7.2 Dissolution Procedure.
7.2.1 **Winding Up, Liquidation, and Distribution of Assets.** In the event of the dissolution of the LLC for any reason, the Management Board shall commence to wind up the affairs of the LLC and to liquidate its assets. The Management Board shall select a liquidating trustee who shall have full power to sell, assign and encumber LLC assets. Any property distributed in kind in liquidation shall be valued and treated as though the property was sold and the cash proceeds were distributed. Upon dissolution, all assets remaining after the payment of the LLC’s liabilities and obligations shall be distributed to the Member, provided that the Member is qualified as a 501(c)(3) Organization, or if not so qualified, to such other 501(c)(3) Organizations and/or instrumentalities of the State of Wisconsin as the Member shall determine. The LLC shall not distribute any of its assets to any organization that is not a 501(c)(3) Organization or an instrumentality of the State of Wisconsin.

7.2.2 **Complete Distribution.** The distribution of cash or property in accordance with the provisions of this Section 7.2 shall constitute a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the LLC and the LLC’s property.

7.2.3 **Deficit Balance in Capital Account.** Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the LLC, if the Member has a deficit in its Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all fiscal years, including the year during which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution for the purposes of eliminating or diminishing such negative Capital Account balance and such negative Capital Account balance shall not be considered a debt owed by the Member to the LLC or to any other person or entity for any purpose whatsoever.

7.2.4 **Dissolution Documents.**

(a) Upon completion of the winding up, liquidation and distribution of the assets as described above, the LLC shall be deemed terminated. Furthermore, when all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the LLC’s remaining property and assets have been distributed to the Member or other eligible recipient pursuant to Section 7.2.1, a statement of dissolution (the “Statement of Dissolution”) shall be executed, verified by the persons signing the Statement of Dissolution and filed by the Management Board, or, if no member of the Management Board shall then be serving, an appropriate representative designated by the Member, with the DISB. The Statement of Dissolution shall be in the form required by the Act. The Management Board or such representative shall execute and file, in a timely manner, any other documents in any other jurisdictions which may be required in connection with the dissolution of the LLC.

(b) Upon the issuance of the Statement of Dissolution, the existence of the LLC shall cease, except for any purposes as provided for in the Act.

7.3 **Return of Contribution.** Except as provided by law, the Act or as specifically set forth in this Agreement, upon dissolution, the Member shall look solely to the assets of the LLC for the return of its Capital Contribution. If the LLC’s assets remaining after the payment or
discharge of the debts and liabilities of the LLC are insufficient to return the Capital Contributions of the Member, the Member shall have no recourse against the Management Board.

ARTICLE 8

GENERAL PROVISIONS

8.1 No Third Party Rights. This Agreement is entered into among the LLC and the Member for the exclusive benefit of the LLC, the Member, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the LLC or any other person or entity. Except and only to the extent provided by applicable law, no such creditor or third party shall have any rights under this Agreement or any agreement between the LLC and the Member with respect to any Capital Contribution or otherwise.

8.2 Notices. Except as otherwise provided in this Agreement, any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a “Notice”) required or permitted to be given pursuant to the provisions of the Act or this Agreement must be in writing and shall be delivered in person, by facsimile with confirmation, by e-mail with confirmation or by overnight delivery service with receipt to the address shown on Exhibit A attached hereto. Notice to the LLC must be addressed to the LLC’s principal office, with a copy to the Chief Legal Officer and Director of Risk Management of the Member. Notice shall be deemed received: (i) if by personal delivery, on the date delivered, (ii) if by facsimile, on the date confirmed, and (iii) if by overnight delivery service, on the date delivered. If the LLC has more than one Member, any Member may designate, by Notice to the other Member(s), substitute addresses or addressees for Notices; and, thereafter, Notices are to be directed to such substitute addresses or addressees.

8.3 Integration. This Agreement embodies the entire agreement and understanding of the LLC and the Member and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, by the LLC or the Member relating to the subject matter of this Agreement which are not fully expressed herein.

8.4 Applicable Law. THIS AGREEMENT AND THE RIGHTS OF THE LLC AND THE MEMBER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF.

8.5 Counterparts. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.

8.6 Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
8.7 **Inurement.** Except as herein otherwise provided, this Agreement shall be binding upon and inure to the benefit of the LLC, the Member and their respective successors and assigns.

8.8 **Headings.** Headings are used merely for reference purposes and do not affect content in any manner.

8.9 **Gender.** Wherever applicable, the pronouns designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural.

8.10 **Exhibits.** Exhibits, if any, referred to in this Agreement are incorporated by reference into this Agreement.

8.11 **Additional Documents.** The Member agrees to execute with acknowledgment, if required, any and all documents and writings which may be necessary or expedient in the confirmation of this Agreement and the achievement of its purposes; however, such documents shall neither create a greater obligation of the Member nor change its Units unless such is in accordance with the express terms of this Agreement or the operation of its provisions.
IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Operating Agreement as of the date first above written.

SOLE MEMBER

UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY

By: __________________________
Name: __________________________
Title: __________________________

LLC

HIGHLAND INSURANCE COMPANY, LLC

By: __________________________
Name: __________________________
Title: __________________________
EXHIBIT A
INITIAL MEMBER AND UNIT OWNERSHIP

<table>
<thead>
<tr>
<th>Member</th>
<th>Contributed Funds</th>
<th>Units</th>
<th>Percentage Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Wisconsin Hospitals and Clinics Authority</td>
<td>$250,000 (to be recorded as capital) $3,750,000 (to be recorded as surplus)</td>
<td>1,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
EXHIBIT B
INITIAL MANAGEMENT BOARD

Terry Bolz
Robert W. Flannery
Kelly C. Wilson
Patricia A. Dewane
Roger H. Gustfson
Attachment

Proposed Second Amended and Restated Highland Insurance Company, LLC Operating Agreement Revisions (CLEAN)
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

HIGHLAND INSURANCE COMPANY, LLC

A DISTRICT OF COLUMBIA LIMITED LIABILITY COMPANY

Effective May 27, 2021
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
HIGHLAND INSURANCE COMPANY, LLC

Effective as of May 27, 2021

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the “Agreement”) is entered into as of __________, 2019, by and between Highland Insurance Company, LLC (the “LLC”) and University of Wisconsin Hospitals and Clinics Authority, a public body corporate and politic created pursuant to Chapter 233 of the statues of the State of Wisconsin (the “Member”). The Member and various Affiliates of the Member are expected to participate in the LLC’s risk funding program. Capitalized terms not defined elsewhere herein are defined in Article 2 hereof.

ARTICLE 1

FORMATION

1.1 Articles of Organization. The LLC has caused the articles of organization (the “Articles”) to be executed and has caused the filing of the same with the Department of Insurance, Securities and Banking of the District of Columbia (the “DISB”). The LLC shall execute such further documents and take such further actions as shall be appropriate to comply with the requirements of the Act and the Captive Insurance Company Act for its operation as a limited liability company licensed as a captive insurance company.

1.2 Name. The name of the LLC shall be Highland Insurance Company, LLC, or such other name as the Management Board may from time to time determine.

1.3 Purpose. Subject to Section 1.4, the LLC is formed to engage in any lawful business or other activity permitted under the Act. The LLC shall have all powers available to it as a limited liability company under the Act. Without limiting the foregoing, the LLC expects to be licensed by the DISB as a captive insurance company under the Captive Insurance Company Act and expects to establish a risk funding program to provide indemnification and/or reinsurance for selected professional/general liability risks of the Member and certain of the Affiliates of the Member, as well as reimbursement indemnification to the Member and certain Affiliates of the Member for property, cyber, pollution, auto physical damage, auto liability, and other risks; in the future, the LLC may also provide other indemnification or reinsurance coverages to the Member, Affiliates of the Member and other persons to the extent permitted by the Captive Insurance Company Act, the DISB or other applicable laws.

1.4 Limitation on Actions. The operations of the LLC shall be conducted in such a manner as is consistent with the operational principles applicable to a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) (“501(c)(3) Organization”). The LLC shall take no action that would jeopardize the exempt status of the Member or any Affiliate of the Member that currently a 501(c)(3) Organization.
1.5 **Registered Agent.** The location of the registered office and the name of the registered agent of the LLC in the District of Columbia shall be as stated in the Articles.

1.6 **Principal Place of Business.** The location of the principal place of business of the LLC shall be at the office of its Insurance Manager or at such other place as the Management Board shall determine, and the records of the LLC required by the Act to be maintained shall be maintained at that location.

1.7 **Term.** The term of the LLC shall commence upon filing of the Articles with the DISB and will terminate at such time as described in this Agreement or required under the Act.

1.8 **Qualification and Registration.** The Member and the Management Board shall execute and cause to be filed original or amended Articles and shall take any and all other actions as may reasonably be necessary to perfect and maintain the status of the LLC as a limited liability company.

**ARTICLE 2**

**DEFINITIONS**


*Affiliate* means an entity controlled by, in control of, or under common control with, another entity. For purposes of this definition, “control” (including the correlative terms “controlled by,” “in control of” and “under common control with”), with respect to any entity, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

*Agreement* means this Limited Liability Company Operating Agreement (including all Exhibits hereto), as it may be amended, supplemented or restated from time to time.

*Articles* has the meaning set forth in Section 1.1.

*Capital Account* means the capital account maintained for the Member in accordance with Section 3.4.

*Capital Contribution* means any cash or property contributed to the LLC by the Member.


*Fiscal Year* means the LLC’s annual accounting period set forth in Section 5.4.

*Indemnitee* has the meaning set forth in Section 6.8.1.

*LLC* has the meaning set forth in the preamble of this Agreement.
Management Board means the board composed of “managers” as defined in the Act that manages the LLC as set forth in Article 6.

Member has the meaning set forth in the preamble of this Agreement.

Membership Interest means the interest of the Member in LLC profits, losses, capital, surplus and other assets, as well as any and all benefits to which the Member may be entitled as provided in this Agreement or the Act, together with the obligations of the Member to comply with the terms and provisions of this Agreement.

Notice has the meaning set forth in Section 8.2.

Percentage Interest means the 100% ownership interest of the sole Member in the LLC.

Statement of Dissolution has the meaning set forth in Section 7.2.4.

Unit means a Membership Interest of a Member in the LLC representing a fractional part of all the Membership Interests.

ARTICLE 3

CAPITALIZATION OF THE LLC

3.1 Capitalization. The LLC is initially authorized to issue up to 1,000 Units.

3.2 Capitalization and Units. The initial amount credited to the Capital Account with respect to the Member, the initial number of Units granted to the Member and the initial percentage interest of the Member are reflected on Exhibit A.

3.3 Additional Capital Contributions.

3.3.1 General Rule. No additional Capital Contribution shall be required unless approved in writing by the Management Board and the Member making such additional Capital Contribution.

3.3.2 Additional Contributions. In the sole discretion of the Management Board, the LLC, from time to time, may permit the Member to contribute additional capital or surplus to the LLC in exchange for additional Units. Participation in such additional Capital Contributions shall be in the Member’s sole discretion, and the terms and conditions of such additional Capital Contributions, including the number and class of new Units to be granted in exchange for the Member’s additional Capital Contribution, shall be determined by the Management Board.

3.4 Capital Account. A Capital Account shall be maintained for the Member. The Member’s Capital Account shall consist of the Member’s credited capital and surplus contributions increased by the Member’s share of LLC operating surpluses and decreased by distributions to the Member and by the Member’s share of LLC deficits. No advance of money to the LLC by the Member shall be credited to the Capital Account of the Member.
ARTICLE 4

DISTRIBUTIONS

4.1 **Distributions.** Distributions shall be made to the Member at such times and in such aggregate amounts as may be determined by the Management Board in its sole discretion, subject to prior receipt of written approval from the DISB. No distribution shall be made to the extent prohibited under the Act.

4.2 **Liquidation Distributions.** Distributions in liquidation of the LLC shall be made as provided in Section 7.2, subject to prior receipt of written approval from the DISB.

4.3 **In-Kind Distributions.** At any time, and from time to time, in the sole discretion of the Management Board, the LLC may distribute to its Member securities or other property held by the LLC, subject to prior receipt of written approval from the DISB.

ARTICLE 5

ALLOCATIONS AND ACCOUNTING

5.1 **General Allocations.** Except as otherwise required by applicable provisions of tax law, solely for federal income tax purposes and for purposes of certain state income tax laws, the LLC shall be disregarded as an entity separate from its sole tax owner/Member, University of Wisconsin Hospitals and Clinics Authority, a public body corporate and politic created pursuant to Chapter 233 of the statutes of the State of Wisconsin that treats the LLC as disregarded for federal income tax purposes. Each item of LLC income, gain, loss, deduction, and credit shall be treated as if realized directly by, and shall be allocated 100% to, the Member.

5.2 **Accounting, Tax Reports and Professionals.**

5.2.1 **Maintenance of Records.** The LLC’s accounting records shall be maintained at the principal place of business of the LLC. The LLC shall keep its accounting records on the method of accounting selected by the accountants normally servicing the books and records of the Member, subject to the concurrence of the Management Board.

5.2.2 **Accounting and Reports.** The books of account shall be closed promptly after the end of each fiscal year. Promptly thereafter, the LLC shall make such written reports to the Member as the LLC determines and as may be required by the Captive Insurance Company Act or the DISB, which may include a balance sheet of the LLC as of the end of such year, a statement of income and expenses for such year, a statement of the Member’s Capital Account as of the end of such year, and such other statements with respect to the status of the LLC and distribution of the profits and losses therefrom as are considered necessary by the Member to advise the Member properly about its investment in the LLC for financial accounting and tax reporting purposes.

5.3 **Bank Accounts.** The bank accounts of the LLC shall be maintained in such U.S. banking institutions as the Management Board shall determine. The funds of the LLC shall not be commingled with the funds of any other person or entity.
5.4 **Fiscal Year.** The fiscal year of the LLC for tax and accounting purposes shall end on the last day of the Member’s fiscal year, currently the last day of June, unless otherwise determined by the Management Board (the “Fiscal Year”).

**ARTICLE 6**

**MANAGEMENT/DECISIONS/MEMBERS**

6.1 **Management Generally.**

6.1.1 Except as otherwise provided in this Agreement, the management and control of the LLC shall be vested exclusively in the Management Board. The members of the Management Board of the LLC shall initially consist of five (5) individuals appointed by the Member acting through its Board of Directors; the Member may from time to time by written action fix the number of Management Board members as it shall see fit, provided that there shall be at a minimum two (2) Management Board members at all times. The members of the Management Board’s terms may be staggered as determined by the Member; thereafter the members of the Management Board shall serve a term of three (3) years, which will subsequently be auto-renewed, with no limit on the number of terms that may be served. The initial members of the Management Board are set forth on Exhibit B.

6.1.2 Any member of the Management Board may resign at any time upon notice to the LLC and such resignation shall take effect upon receipt of notice by the LLC or at any later time specified in the notice. In addition, the Member may remove any member of the Management Board at any time, with or without cause. Vacancies on the Management Board shall be filled by the Member in the same manner as specified in Section 6.1.1.

6.2 **Meetings, Notice, and Action by the Management Board.**

6.2.1 **Regular Meetings; Notice.** The Management Board from time to time may establish dates for regular meetings of the Management Board and may fix the time and place thereof. Notice of any regular meeting of the Management Board shall not be required to be given; provided, however, that in case the Management Board shall fix or change the time or place of any regular meeting, notice of such action shall be given in writing promptly to each member of the Management Board who shall not have been present at the meeting at which such action was taken, (i) by personal delivery, courier or messenger, and such notice shall be deemed to be given when the same shall have been delivered to a member of the Management Board at his or her address as it appears on the records of the LLC; or (ii) by electronic mail (e-mail), facsimile or electronic transmission, and such notice shall be deemed to be given when the same shall have been transmitted to a member of the Management Board’s e-mail address or facsimile number as it appears on the records of the LLC. At least one meeting per year shall be held in the District of Columbia; provided that the members of the Management Board may participate via telephone or other communication arrangements whereby all attendees can simultaneously hear each other, so long as at least one LLC officer, legal counsel or a representative of the LLC’s captive management company is present in the District of Columbia for the meeting, to the extent required by the DISB or the Captive Insurance Company Act.
6.2.2 **Special Meetings; Notice.** Special meetings of the Management Board shall be held whenever called by a majority of the members of the Management Board, at such time and place as may be specified in the respective notices or waivers of notice thereof. Notice of any special meeting shall be given at least forty-eight hours prior thereto and may be delivered verbally or in writing. The foregoing shall not be construed to require personal notice, but such notice may be given in writing: (i) by personal delivery, courier or messenger, and such notice shall be deemed to be given when the same shall have been delivered to a member of the Management Board at his or her address as it appears on the records of the LLC; or (ii) by electronic mail (e-mail), facsimile or electronic transmission, and such notice shall be deemed to be given when the same shall have been transmitted to a member of the Management Board’s e-mail address or facsimile number as it appears on the records of the LLC. Any member of the Management Board may waive notice of any meeting. The attendance of a member of the Management Board at a meeting shall constitute a waiver of notice of such meeting, except where a member of the Management Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice of any special meeting shall not be required to be given to any member of the Management Board who shall waive notice of such meeting in writing, whether before or after the time of such meeting; and any such meeting shall be a legal meeting without any notice thereof having been given if all the members of the Management Board shall be present thereat. Notice of any adjourned meeting shall not be required to be given.

6.2.3 **Quorum.** The presence of more than one-third (1/3) of the members of the Management Board shall constitute a quorum for the transaction of business at a meeting of the Management Board.

6.2.4 **Voting; Manner of Acting.** Each member of the Management Board shall be entitled to cast one vote. The vote of not less than a majority of the members of the Management Board present at a duly constituted meeting of the Management Board at a time where a quorum exists shall constitute an action or approval by the Management Board unless otherwise specified in this Agreement.

6.2.5 **Action Without a Meeting.** Any action that may be taken by the Management Board at a meeting may be taken without a meeting if a unanimous consent in writing, setting forth the action so to be taken, shall be signed by all the members of the Management Board.

6.2.6 **Participation.** Members of the Management Board may attend a meeting of such Board by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other.

6.2.7 **Compensation.** By resolution of the Management Board, each member of the Management Board may be reimbursed for his or her actual reasonable expenses, if any, of attendance at each meeting of the Management Board.

6.3 **Authority of the Management Board.** Subject only to the limitations specifically set forth in this Section and elsewhere in this Agreement, the Management Board shall have full authority to bind the LLC by execution of documents, instruments, agreements, contracts or
otherwise and to do all lawful acts as are not by statute, the Articles, or this Agreement directed or required to be exercised or done by the Member. The Management Board may establish and manage committees and advisory bodies of the Management Board and elect and remove members of the same. The Management Board may, from time to time, retain any person or entity to provide services to the LLC, but only if the Management Board reasonably believes that such person or entity is qualified to provide such services. The Management Board is entitled to rely in good faith upon the recommendations, reports, advice or other services provided by any such person or entity. The Management Board shall elect a President, a Treasurer and a Secretary from members of the Management Board and may from time to time elect such other officers and assistant officers of the LLC as they deem necessary, each of whom shall have the authority and responsibility and serve for the term designated by the Management Board. Any assistant officer so elected shall be subordinate to the President and the Secretary and shall have such delegated authority as granted to him or her by the President, the Secretary or by policy of the Management Board. None of the officers shall be deemed managers as that term is used in the Act. The Management Board in its sole discretion may remove officers at any time, and an elected officer may resign upon written notice to the LLC. The Management Board may fill any vacancies. None of the Board, the officers or any employee or agent of the LLC may cause the LLC to do any of the following without the prior written approval of the Member:

6.3.1 amend this Agreement or the Articles, except with respect to a change of registered agent;
6.3.2 merge the LLC with or consolidate the LLC into any other entity;
6.3.3 sell or issue any membership interest in the LLC, or admit any additional members;
6.3.4 dissolve, liquidate or reorganize the LLC;
6.3.5 sell, lease, exchange, or otherwise dispose of all or substantially all of the LLC’s assets; or
6.3.6 incur any indebtedness.

6.4 Committees of the Board of Managers. The Management Board may establish committees, having such powers as specified by the Management Board, and as are then permitted by this Operating Agreement. The Management Board will review from time to time the committees and will be authorized to make such changes to the function and composition of the committees as it determines appropriate to ensure effective and coordinated governance of the LLC.

6.5 Executive Committee. The Management Board shall have an Executive Committee.

6.5.1 Number; Qualification; Appointment. The Executive Committee shall consist of three (3) voting members of the Management Board for such period as determined by the Management Board. The Management Board may remove any Executive Committee member at any time for any reason. The Executive Committee
member may resign at any time by filing his or her written resignation with the Management Board.

6.5.2 Authority of the Executive Committee. Subject only to the limitations specifically set forth in this Section and elsewhere in this Agreement, the Executive Committee shall have and may exercise, when the Board of Managers is not in session, the power of the Management Board in the exercise of the Assigned Powers except as limited by § 6.3 herein.

6.6 President. The President shall be the chief executive officer of the LLC and shall in general supervise and control all of the business and affairs of the LLC. The President may sign any certificates, deeds, mortgages, bonds, contracts or other instruments which the Management Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Management Board to some other officer or agent of the LLC, or shall be required by law to be otherwise signed or executed. The President shall also perform all other duties incident to the office of President and other duties as may be prescribed by the Management Board.

6.7 Secretary. The Secretary shall record the proceedings of all meetings of the Management Board and any written consents of the Member in books kept for that purpose. In the Secretary’s absence from any such meeting an Assistant Secretary, or if such Assistant Secretary is also absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have such other duties and other duties as may be prescribed by the Management Board.

6.8 Treasurer. The Treasurer, if appointed, shall oversee the LLC’s funds, bank accounts and investments and shall prepare or direct the preparation of the LLC’s financial statements.

6.9 Member’s Consent. For any action requiring the consent of the Member under this Agreement or the Act, the Member may act either through resolution adopted at a meeting or by written consent.

6.10 Indemnification and Liability of the Member, Members of the Management Board or Officers.

6.10.1 The Member, or any officer, director, employee or agent of the Member, or any member of the Management Board or officer of the LLC (each individually an “Indemnitee”) who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the LLC) by reason of the fact that such person is or was a Member or officer, director, employee or agent of the Member, or a member of the Management Board or officer of the LLC, shall be indemnified by the LLC against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the LLC,
and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe such person’s conduct was unlawful.

6.10.2 Expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to this Section 6.8 shall be advanced by the LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the LLC of a written commitment by or on behalf of the Indemnitee to repay such amount if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized in this Section 6.8.

6.10.3 The indemnification provided by this Section 6.8 shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled, under any agreement or otherwise.

6.10.4 Any indemnification provided hereunder shall be satisfied solely out of the assets of the LLC.

6.10.5 No Indemnitee shall be denied indemnification in whole or in part under this Section 6.8 by reason of the fact that the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

6.10.6 The provisions of this Section 6.8 are for the benefit of the Indemnitees and shall not be deemed to create any rights for the benefit of any other person.

6.10.7 No Indemnitee shall be liable to the LLC or to the Member for any losses sustained or liabilities incurred as a result of any act or omission of such Indemnitee if any such act (or failure to act) was in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the LLC and did not constitute gross negligence, willful misconduct or breach of such person’s fiduciary duty to the LLC or the Member.

6.10.8 Notwithstanding anything to the contrary in this Section 6.8, no person shall be indemnified from, against or in respect of any liabilities, claims, losses, judgments, damages, costs and expenses (including attorneys’ fees) arising out of or resulting from the gross negligence or intentional misconduct of such person.

6.11 Related Party Transactions. The LLC is expressly permitted to enter into transactions with the Member or Affiliates of the Member for equipment, goods or services, provided that the price and other terms of such transaction are fair to the LLC and not less favorable to the LLC in the aggregate than those generally prevailing with respect to a comparable transaction between unrelated parties.

6.12 Rights and Obligations of the Member.

6.12.1 Limited Liability. The Member’s liability shall be limited as set forth in this Agreement, the Act or other applicable law. The Member shall not be liable for any debts or losses of the LLC except as set forth in this Agreement.
6.12.2 **LLC Debt.** The Member will not be liable for any debts or losses of the LLC in excess of the Member’s Capital Contribution, except as otherwise specifically required by the Act or other applicable law.

6.12.3 **Changes in Membership or Interests.**

(a) The Member may only sell, transfer or assign its interest in the LLC to another 501(c)(3) Organization or a single-member limited liability company the sole member of which is a 501(c)(3) Organization or an instrumentality of the State of Wisconsin. Any attempted transfer in violation of this Section 6.10.3(a) shall be considered null and void and the Member shall continue to be treated as the Member for purposes of this Agreement and shall continue to be bound by all of the provisions hereof.

(b) New members may not be admitted to the LLC without the prior written consent of and upon terms approved by the Member and the DISB. Admission of a new member is conditioned upon the approval and execution by the Member and the new member of an amended version of this Agreement containing appropriate provisions for a District of Columbia limited liability company with more than one member.

(c) The Member may not withdraw from the LLC prior to the dissolution and winding up of the LLC and shall be deemed in breach of this Agreement and to have withdrawn wrongfully upon any other resignation or withdrawal.

**ARTICLE 7**

**TERMINATION AND DISSOLUTION**

7.1 **Dissolution.** The LLC shall be dissolved solely upon the occurrence of any one of the following events (subject to the prior written approval of the DISB):

(a) The written determination of the Member to dissolve the LLC; or

(b) The entry of a decree of judicial dissolution of the LLC under law.

7.2 **Dissolution Procedure.**

7.2.1 **Winding Up, Liquidation, and Distribution of Assets.** In the event of the dissolution of the LLC for any reason, the Management Board shall commence to wind up the affairs of the LLC and to liquidate its assets. The Management Board shall select a liquidating trustee who shall have full power to sell, assign and encumber LLC assets. Any property distributed in kind in liquidation shall be valued and treated as though the property was sold and the cash proceeds were distributed. Upon dissolution, all assets remaining after the payment of the LLC’s liabilities and obligations shall be distributed to the Member, provided that the Member is qualified as a 501(c)(3) Organization, or if not so qualified, to such other 501(c)(3) Organizations and/or instrumentalities of the State of Wisconsin as the Member shall determine. The LLC shall not distribute any of its assets to any organization that is not a 501(c)(3) Organization or an instrumentality of the State of Wisconsin.

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7.2.2 **Complete Distribution.** The distribution of cash or property in accordance with the provisions of this Section 7.2 shall constitute a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the LLC and the LLC’s property.

7.2.3 **Deficit Balance in Capital Account.** Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the LLC, if the Member has a deficit in its Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all fiscal years, including the year during which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution for the purposes of eliminating or diminishing such negative Capital Account balance and such negative Capital Account balance shall not be considered a debt owed by the Member to the LLC or to any other person or entity for any purpose whatsoever.

7.2.4 **Dissolution Documents.**

(a) Upon completion of the winding up, liquidation and distribution of the assets as described above, the LLC shall be deemed terminated. Furthermore, when all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the LLC’s remaining property and assets have been distributed to the Member or other eligible recipient pursuant to Section 7.2.1, a statement of dissolution (the “Statement of Dissolution”) shall be executed, verified by the persons signing the Statement of Dissolution and filed by the Management Board, or, if no member of the Management Board shall then be serving, an appropriate representative designated by the Member, with the DISB. The Statement of Dissolution shall be in the form required by the Act. The Management Board or such representative shall execute and file, in a timely manner, any other documents in any other jurisdictions which may be required in connection with the dissolution of the LLC.

(b) Upon the issuance of the Statement of Dissolution, the existence of the LLC shall cease, except for any purposes as provided for in the Act.

7.3 **Return of Contribution.** Except as provided by law, the Act or as specifically set forth in this Agreement, upon dissolution, the Member shall look solely to the assets of the LLC for the return of its Capital Contribution. If the LLC’s assets remaining after the payment or discharge of the debts and liabilities of the LLC are insufficient to return the Capital Contributions of the Member, the Member shall have no recourse against the Management Board.

**ARTICLE 8**

**GENERAL PROVISIONS**

8.1 **No Third Party Rights.** This Agreement is entered into among the LLC and the Member for the exclusive benefit of the LLC, the Member, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the LLC or any other person or entity. Except and only to the extent provided by applicable law, no such creditor or third party...
shall have any rights under this Agreement or any agreement between the LLC and the Member with respect to any Capital Contribution or otherwise.

8.2 Notices. Except as otherwise provided in this Agreement, any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a “Notice”) required or permitted to be given pursuant to the provisions of the Act or this Agreement must be in writing and shall be delivered in person, by facsimile with confirmation, by e-mail with confirmation or by overnight delivery service with receipt to the address shown on Exhibit A attached hereto. Notice to the LLC must be addressed to the LLC’s principal office, with a copy to the Chief Legal Officer and Director of Risk Management of the Member. Notice shall be deemed received: (i) if by personal delivery, on the date delivered, (ii) if by facsimile, on the date confirmed, and (iii) if by overnight delivery service, on the date delivered. If the LLC has more than one Member, any Member may designate, by Notice to the other Member(s), substitute addresses or addressees for Notices; and, thereafter, Notices are to be directed to such substitute addresses or addressees.

8.3 Integration. This Agreement embodies the entire agreement and understanding of the LLC and the Member and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, by the LLC or the Member relating to the subject matter of this Agreement which are not fully expressed herein.

8.4 Applicable Law. THIS AGREEMENT AND THE RIGHTS OF THE LLC AND THE MEMBER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF.

8.5 Counterparts. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.

8.6 Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

8.7 Inurement. Except as herein otherwise provided, this Agreement shall be binding upon and inure to the benefit of the LLC, the Member and their respective successors and assigns.

8.8 Headings. Headings are used merely for reference purposes and do not affect content in any manner.

8.9 Gender. Wherever applicable, the pronouns designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural.

8.10 Exhibits. Exhibits, if any, referred to in this Agreement are incorporated by reference into this Agreement.
8.11 **Additional Documents.** The Member agrees to execute with acknowledgment, if required, any and all documents and writings which may be necessary or expedient in the confirmation of this Agreement and the achievement of its purposes; however, such documents shall neither create a greater obligation of the Member nor change its Units unless such is in accordance with the express terms of this Agreement or the operation of its provisions.
IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Operating Agreement as of the date first above written.

SOLE MEMBER

UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY

By: __________________________
Name: __________________________
Title: __________________________

LLC

HIGHLAND INSURANCE COMPANY, LLC

By: __________________________
Name: __________________________
Title: __________________________
### EXHIBIT A

**INITIAL MEMBER AND UNIT OWNERSHIP**

<table>
<thead>
<tr>
<th>Member</th>
<th>Contributed Funds</th>
<th>Units</th>
<th>Percentage Interest</th>
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<tbody>
<tr>
<td>University of Wisconsin Hospitals and Clinics Authority</td>
<td>$250,000 (to be recorded as capital) $3,750,000 (to be recorded as surplus)</td>
<td>1,000</td>
<td>100%</td>
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</tbody>
</table>
EXHIBIT B

INITIAL MANAGEMENT BOARD

Terry Bolz
Robert W. Flannery
Kelly C. Wilson
Patricia A. Dewane
Roger H. Gustfson
EXECUTIVE SUMMARY

DATE: May 27, 2021

RE: Wisconsin Therapies, Inc. Board of Directors Director Reappointments

UWHCA Board of Directors:

The University of Wisconsin Hospitals and Clinics Authority (UWHCA) is the sole Member of Wisconsin Therapies, Inc. (WTI) Board of Directors.

Dr. Jonathan Jaffery, Ms. Teresa Neely, and Dr. Jack Temple currently serve as Directors on the WTI Board of Directors. Their terms are set to expire on June 30, 2021. With the recommendation of WTI and UW Health leadership, we are seeking your approval to reappoint the aforementioned members to an additional three (3) year term.

Per the WTI Bylaws, UWHCA will appoint the Directors to the WTI Board of Directors as applicable.

Attachments:
Curriculum Vitae – Jonathan B. Jaffery, MD, MS MMM, FACP
Biography – Ms. Teresa Neely
Biography – Jack D. Temple, MS, PharmD
Resolution – Director Reappointments to Wisconsin Therapies, Inc. Board of Directors.
Teresa Neely joined UW Health in December 2014 as the Senior Vice President, Chief Ambulatory Officer. She assumed the Chief Nursing Officer, Ambulatory role in December 2016. In this role Ms. Neely leads the strategic vision and leadership for the operational, financial, and human resource functions for UW Health Ambulatory Clinics, including primary care, specialty care and behavioral health with a focus on enhancing patient-and family-centered care, improving access, lowering cost through process improvement and variation reduction. She is accountable for nursing practice across ambulatory services.

Current areas of responsibility include: Joint Operating Ventures, Madison Surgery Center, Inc., Transformations Surgery Center, Inc., Generations Fertility Care, Inc., and Wisconsin Sleep, Inc. Ms. Neely provides oversight of the Telestroke and eICU programs along with digital health services across UW Health. She is also the executive lead for access across the ambulatory enterprise including centralized access center functions. She also leads Health Link (Epic) ambulatory operations. She has been instrumental in developing ambulatory practice standards across the enterprise, developing operational dashboards to improve access and drive performance, and to grow and develop Telehealth services to enhance the care delivery system at UW Health. Ms. Neely is also serving as the Executive Sponsor for Specialty Care Redesign for UW Health Specialty Clinics.

Ms. Neely is a member of the UW Health Senior Leadership Council and serves on a variety of operational and strategic committees along with serving on the following Boards, including Wisconsin Therapies, Inc. and Program for Advanced Cell Therapy Advisory Board.

She previously served as Chief Operating Officer for The University of Kansas Physicians, managing the clinical, IS, financial, and operational performance of the largest multi-specialty organization in Kansas City. There she led the implementation of the Electronic Health Record across the ambulatory enterprise, as well as other major operational improvements including primary care and specialty care redesign. She was the administrative lead for The University of Kansas Physicians Patient-Centered Medical Home recognition for several primary care practices and NCQA Patient-Centered Specialty Practice Recognition for Internal Medicine Specialists.

Ms. Neely began her career as a cardiac nurse practicing at The Mid-America Heart Institute of Saint Luke’s Health System in Kansas City, advancing to regional manager of the cardiovascular group and eventually to the top operational administrative position within the practice.
Biography

Jack D. Temple, MS, PharmD
Jack D. Temple, M.S., PharmD (Clinical Associate Professor) is the Senior Director of Pharmacy at the UW Health. He earned his Doctor of Pharmacy degree from the University of North Carolina in 2004 and his Master of Science in Health System Pharmacy Administration from the University of Wisconsin in 2006. He completed a PGY-1 and PGY-2 specialty residency in Pharmacy Practice Management from the University of Wisconsin Hospitals and Clinics.

Dr. Temple is an active member of ASHP, PSW, and the Vizient – Academic Medical Center (AMC) Network. Previously, Dr. Temple has served as Chair for the Vizient-Medication Use and Information Technology Committee, Chair for the Vizient Pharmacy Business Council, a member of the Vizient-Pharmacy Executive Committee, a member of the ASHP Section Advisory Group for Pharmacy Business Management and the group for Financial Management/Reimbursement, a member of the Vizient-Purchasing and Monitoring Committee, and a member on Leadership and Career Development subcommittee for the ASHP New Practitioners Forum.

With more than a decade serving as a leader, Dr. Temple’s experiences have afforded him the opportunity to evolve into a competent, innovative, and decisive systems thinker. He is regarded by colleagues for having solid character and integrity and has a strong record of mobilizing resources, inspiring curiosity, building confidence, and empowering pharmacists to expand their roles as part of the patient care team. During the past 10 years with UW Health, Dr. Temple has held various leadership roles in operations, supply chain, informatics, and business services. He brings a wealth of experience in the use of automation and technology for dispensing operations and has authored five publications on the use of automation and technology to improve dispensing efficiency and safe medication use (three book chapters, two journal articles).
Resolution

Wisconsin Therapies, Inc. Board of Directors
Director Reappointments
RESOLUTION OF
THE BOARD OF DIRECTORS OF
UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY

Wisconsin Therapies, Inc. Board of Directors
Director Reappointments

May 27, 2021

WHEREAS, the University of Wisconsin Hospitals and Clinics Authority ("UWHCA," or the "Authority Board") is the sole Member of Wisconsin Therapies, Inc. (the "Corporation"); and

WHEREAS, Section 3.11(a) of the Corporation’s Bylaws require that the approval and removal of the Corporation’s Directors are subject to approval by the Authority Board; and

WHEREAS, the Director terms of Dr. Jonathan Jaffery ("Dr. Jaffery"), Ms. Teresa Neely ("Ms. Neely"), and Dr. Jack Temple ("Dr. Temple") will expire as of June 30, 2021; and

WHEREAS, the Corporation’s leadership recommends the reappointments of Dr. Jaffery, Ms. Neely, and Dr. Temple to serve as Directors on the Corporation’s Board of Directors for terms of three (3) years; and

WHEREAS, pursuant to its rights under Section 3.11(a) of the Corporation’s Bylaws, the Authority Board has received recommendations from the Corporation’s leadership to reappoint Dr. Jaffery, Ms. Neely, and Dr. Temple for an additional term of three (3) years each as Directors on the Corporation’s Board of Directors.

NOW, THEREFORE BE IT RESOLVED, that the Authority Board approves the Director reappointments of Dr. Jaffery, Ms. Neely, and Dr. Temple to serve as Board Directors on the Corporation’s Board of Directors for an additional three (3) year term each, commencing July 1, 2021, and to hold office until the expiration of their terms and until the position is filled, or their earlier resignation or removal, in accordance with the Corporation’s Bylaws; and

FURTHER RESOLVED, that the UW Health CEO, and his delegates are hereby authorized and directed to take any and all actions, and to execute, deliver, and perform any and all agreements and other documents in the name of and on behalf of UWHCA as deemed necessary or appropriate in furtherance of the matters contemplated by these resolutions; and

FURTHER RESOLVED, that any and all lawful actions previously taken by the UW Health CEO, and officers and representatives of UW Health in its name and on its behalf and in furtherance of the matters contemplated by these resolutions are hereby ratified, confirmed and approved in all respects.
ARTICLE IV: COMMITTEES

Section 4.1 Committee Designation. The Board shall establish an Executive Committee, a Finance Committee, an Audit Committee, an Executive Compensation Committee, and a Patient Safety and Quality Committee. In addition, the Board may establish other standing and special committees.

Section 4.2 Composition. The Chairperson shall appoint the members of committees, unless another method of selection for a particular committee is specified in these Bylaws or by resolution of the Board. Non-board members may be appointed to serve on committees of the Board of the Directors, unless these Bylaws or a Board resolution specifies otherwise. At least two members of each committee shall be members of the Board. One or more members of the medical staff shall be included on all committees appointed to deliberate issues affecting the discharge of medical responsibilities, except for Board committees, if any, reviewing medical staff appointment, reappointment, clinical privileges, or corrective action.

Executive Committee

The Executive Committee shall consist of the following voting and non-voting members: (Voting members) the Chairperson, the Vice Chairperson, the UW-Madison Chancellor or designee, a chairperson of a Medical School clinical department, and a separate Authority Director; and (Non-voting members) the CEO, and three individuals nominated by the Foundation and elected by the Authority Board.

Current Membership

Board Chair, Dean Robert Golden (Committee Chair) (ex-officio, voting)
Vice Chair, Mr. Paul Seidenstricker (ex-officio, voting)
Chancellor Rebecca Blank
Representative Mark Born
Dr. Thomas Grist

Staff

Ms. Kelly Wilson, Secretary
Ms. Patti Meyer

Dr. Alan Kaplan (ex-officio, non-voting)
Ms. Jennifer Alexander (UWMF nominee, non-voting)
Dr. Betsy Trowbridge (UWMF nominee, non-voting)
Dr. Thomas Zdeblick (UWMF nominee, non-voting)
**Finance Committee**

The Finance Committee shall consist of the Chairperson, the Vice Chairperson, and two or more additional persons appointed by the Chairperson. The CEO shall be an ex-officio member of the Finance Committee without vote.

**Current Membership**

- **Mr. Ken Mount, Committee Chair**
- Board Chair, Dean Robert Golden (ex-officio)
- Board Vice Chair, Mr. Paul Seidenstricker (ex-officio)
- Representative Mark Born
- Mr. Laurent Heller (resignation pending)
- Dr. Alan Kaplan (ex-officio, non-voting)
- Dr. Rebecca Minter
- Dr. Lynn Schnapp
- Regent Karen Walsh
- Mr. Mike Weiden

**Staff**

- Ms. Kelly Wilson, Secretary
- Mr. Robert Flannery
- Ms. Ruth Bindl
- Ms. Jodi Vitello

**UW Health Audit Committee**

(UW Health** refers to UWHCA, University of Wisconsin Medical Foundation (“UWMF”), and the subsidiaries and affiliates which are financially consolidated with UWHCA)

The Audit Committee shall consist of no less than five (5) and no more than nine (9) members (“Members”) as designated by the Chairperson of the Board. The Audit Committee Chair shall also be designated by the Chairperson of the Board. A majority of the members of Audit Committee shall be independent and the Audit Committee shall be populated with persons such that each of the following relevant areas of expertise is represented: financial oversight (policies, processes, reporting and procedures), accounting oversight (policies, processes, reporting and procedure), external audit, cybersecurity, risk (identification, prioritization, management); internal controls and internal audit, data analytics, revenue cycle and policies and procedures. One individual members of the Audit Committee may satisfy more than one of the aforementioned core competencies. For purposes hereof, an “independent member” is a person who (a) is not an executive officer or employee of any of the entities constituting UW Health, and (b) does not have a material relationship with UW Health which in the opinion of the Board would interfere with the exercise of independent judgment in carrying out his/her responsibilities. Appointees may include persons who are not members of the Board.

**Current Membership**

- **Mr. Ron Anderson, Committee Chair**
- Representative Mark Born
- Dean Robert Golden (non-voting)
- Mr. Sheldon Cuffie
- Mr. George Kamperschroer
- Ms. Karen Menéndez Coller
- Dr. Cristopher Meyer
- Ms. Annette Miller
- Dr. Peter Rahko

**Staff**

- Ms. Kelly Wilson, Secretary
- Mr. Robert Flannery
- Mr. Troy Lepien
- Ms. Ruth Bindl
Executive Compensation Committee

The Executive Compensation Committee shall consist of the Chairperson, the Vice Chairperson, and two (2) or more other independent members of the Board appointed by the Chairperson. “Independent” shall mean that the member (a) is not an officer or employee of an entity (except the State of Wisconsin or an agency of the State of Wisconsin) that has any contract with the Authority, unless the Board unanimously approves an exception after full disclosure, and (b) is not an employee of the Authority, the Foundation, the University of Wisconsin-Madison (except the Chancellor), or any organization representing such employees.

Current Membership
Board Chair, Dean Robert Golden (Committee Chair)
Board Vice Chair, Mr. Paul Seidenstricker
Chancellor Rebecca Blank
Regent Mike Jones
Mr. John Litscher

Staff
Ms. Elizabeth Bolt, Assistant Secretary
Ms. Carrie Richard
Dr. Alan Kaplan
Ms. Betsy Clough

Patient Safety and Quality Committee

The Patient Safety and Quality Committee shall consist of at least three members of the Board of Directors appointed by the Chair of the Board, the Chief Executive Officer, the Chief Medical Officer, the Associate Chief Medical Officer (Inpatient), the Associate Chief Medical Officer (Ambulatory), the Senior Vice President and Chief Nursing Officer, the President of UW Hospitals/Chief of Clinical Operations, the Chair of the Council of Chairs, the President of the Medical Board, the Foundation President, the Chief Population Health Officer, a faculty representative appointed by the Foundation Board of Directors, and two Patient and Family Advisors appointed by the Patient and Family Advisory Council. Other Vice Presidents and Senior Vice Presidents appointed by the CEO shall be ex-officio members without vote. In addition, each member of the Board of Directors is encouraged to attend at least one Patient Safety and Quality Committee meeting each year and, when in attendance, shall be a member of the committee with vote.

Current Membership
Mr. Pablo Sanchez, Committee Chair (1 of at least 3 UWHCA Board Members)
Dr. Aimee Becker (ex-officio, UWH Chief Clinical Officer)
Dr. John Frohna (ex-officio, UWMF President)
Dr. Thomas Grist (ex-officio, Chair CoCs)
Ms. Jennifer Huffman (1 of at least 2 Patient and Family Advisors)
Dr. Rudy Jackson (ex-officio, SVP/Chief Nurse Executive)
Dr. Jonathan Jaffery (ex-officio, SVP/Chief Population Health Officer)
Regent Mike Jones (1 of at least 3 UWHCA Board Members)
Dr. Sandra Kamnetz (UWMF Board Faculty Representative)
Dr. Alan Kaplan (ex-officio, UWH CEO)
Mr. John Litscher (1 of at least 3 UWHCA Board Members)
Dr. Meghan Lubner (ex-officio, President of Medical Board)
Dr. Peter Newcomer (ex-officio, SVP/Chief Clinical Officer)
Mr. Ric Ransom (ex-officio, VP/President UW Hospitals, Madison Region)
Dr. Linda Scott (1 of at least 3 UWHCA Board Members)
Mr. Paul Seidenstricker (1 of at least 3 UWHCA Board Members)
Ms. Peggy Zimdars (1 of at least 2 Patient and Family Advisors)
Dr. Michael Garren (non-voting, The American Center Rep)
Dr. Kathleen Kelly (non-voting, SAHS rep)

Staff
Ms. Betsy Clough
Dr. Jeffrey Pothof
Ms. Mary Link, Assistant Secretary
UW Health Compliance Committee

The Compliance Committee shall consist of no less than five (5) and no more than nine (9) members (“Members”) as designated by the Chairperson of the Board. The Compliance Committee Chair shall also be designated by the Chairperson of the Board. A majority of the members of the Compliance Committee shall be independent and the Compliance Committee shall be populated with persons such that each of the following relevant areas of expertise is represented: with the majority of the Members being independent – cybersecurity; risk (identification, prioritization, management, analytics, legal, revenue cycle, physician/patient care (inpatient); physician/patient care (ambulatory); privacy; policies and procedures; and human resources. One individual member of the Audit Committee may satisfy more than one of the aforementioned core competencies. For purposes hereof, an “independent member” is a person who (a) is not an executive officer or employee of any of the entities constituting UW Health, and (b) does not have a material relationship with UW Health which in the opinion of the Board would interfere with the exercise of independent judgment in carrying out his/her responsibilities. Appointees may include persons who are not members of the Board.

Current Membership

Regent Mike Jones, Committee Chair
Ms. Jennifer Alexander
Ms. Deb Archer
Dr. Bartho Caponi
Dr. Charles Heise
Mr. George Kamperschroer
Mr. Paul Seidenstricker

Staff
Mr. Troy Lepien
Ms. Mary Link
Ms. Kristina Miller
UWH Staff (as applicable)

UW Health Workforce Committee

The Workforce Committee shall consist of no less than five (5) and no more than nine (9) individuals as designated by the Chairperson of the Board and shall include no less than three (3) members of the Board. The following UW Health executives shall be invited to participate in meetings of the Workforce Committee and shall serve as executive staff to, not as members of, the Workforce Committee: the UW Health Chief Executive Officer, the UW Health Chief Operations Officer, the UW Health Vice President Human Resources, and the UW Health Chief Nursing Executive.

Current Membership

Mr. Paul Seidenstricker, Committee Chair
Ms. Jennifer Alexander
Regent Mike Jones
Mr. George Kamperschroer
Dean Linda Scott
Dr. Elizabeth Trowbridge
Dr. Thomas Zdeblick

Staff
Ms. Betsy Clough
Dr. Alan Kaplan
Ms. Elizabeth Bolt
Ms. Patti Meyer
Ms. Kelly Wilson
Dr. Rudy Jackson
UW Health Investment Sub-Committee

The University of Wisconsin Hospitals and Clinics Authority ("UWHCA") Investment Sub-Committee (the "Investment Sub-Committee") is a standing Sub-Committee of the Finance Committee of the UWHCA Board of Directors (the "Finance Committee"). The Investment Sub-Committee reports to the UWHCA Finance Committee.

The purpose of the Investment Sub-Committee is to establish, implement, maintain, and oversee an ongoing investment program for the Fund consistent with the Investment Policy Statement in a manner which protects the financial position of UW Health while supporting UW Health's mission. As used herein, "UW Health" refers to UWHCA, University of Wisconsin Medical Foundation ("UWMF"), SwedishAmerican Health System Corporation and their wholly-owned subsidiaries, SwedishAmerican Hospital (SAH) and SwedishAmerican Foundation (SAF); and "Fund" means the single pool of investment assets of UWHCA, UWMF, the Swedish American Hospital Operating Fund ("SAH Operating") and the Swedish American Foundation ("SAF") as contributed to the Fund from time to time by each of UWHCA, UWMF, SAH Operating, and SAF (each an "Investor") from time to time under that certain Investment Pooling Agreement entered into among such parties and effective as of January 25, 2018, as the same may be amended from time to time (the "Pooling Agreement").

Current Membership

Mr. John Litscher – Sub-Committee Chair
Ms. Ann Casey
Dr. Susan Goelzer
Dr. Rebecca Minter
Dr. Venkat Rao
Mr. Daniel Ross
Mr. Thomas Walsh

Staff
Ms. Patti DeWane
Mr. Robert Flannery
Ms. Christine O'Connor
Ms. Jodi Vitello
Ms. Ruth Bindl
## FY21 – Month of April Operating Margin

<table>
<thead>
<tr>
<th></th>
<th>Actual April- FY21</th>
<th>Budget April- FY21</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
<th>Actual April- FY20</th>
<th>Variance vs. PY</th>
<th>Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total operating revenues, net</td>
<td>327,334,317</td>
<td>311,268,279</td>
<td>16,066,038</td>
<td>5%</td>
<td>250,059,794</td>
<td>77,274,523</td>
<td>31%</td>
</tr>
<tr>
<td>Net Operating Expenses</td>
<td>316,729,723</td>
<td>304,203,184</td>
<td>12,526,539</td>
<td>4%</td>
<td>264,020,865</td>
<td>52,708,858</td>
<td>20%</td>
</tr>
<tr>
<td>Income from operations</td>
<td>10,604,594</td>
<td>7,065,095</td>
<td>3,539,499</td>
<td>50%</td>
<td>(13,961,071)</td>
<td>24,565,665</td>
<td>-176%</td>
</tr>
<tr>
<td>Net Non Operating Revenue/Expenses</td>
<td>55,172,281</td>
<td>4,489,027</td>
<td>50,683,254</td>
<td>1129%</td>
<td>75,880,826</td>
<td>(20,708,545)</td>
<td>-27%</td>
</tr>
<tr>
<td>Net Profit</td>
<td>65,776,875</td>
<td>11,554,122</td>
<td>54,222,753</td>
<td>469%</td>
<td>61,919,755</td>
<td>3,857,120</td>
<td>6%</td>
</tr>
<tr>
<td>Operating Margin*</td>
<td>3.2%</td>
<td>2.3%</td>
<td>-5.6%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Favorable to Budget
  * Unfavorable to Budget
### FY21 – YTD April Financials

<table>
<thead>
<tr>
<th>Category</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Var. %</th>
<th>Actual</th>
<th>Variance</th>
<th>Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apr_YTD-FY21</td>
<td>Apr_YTD-FY21</td>
<td>vs. Budget</td>
<td></td>
<td>Apr_YTD-FY20</td>
<td>vs. PY</td>
<td></td>
</tr>
<tr>
<td>Total operating revenues, net</td>
<td>3,126,348,402</td>
<td>3,074,176,280</td>
<td>52,172,122</td>
<td>2%</td>
<td>2,903,716,840</td>
<td>222,631,562</td>
<td>8%</td>
</tr>
<tr>
<td>Net Operating Expenses</td>
<td>3,053,484,684</td>
<td>3,055,353,048</td>
<td>(1,868,364)</td>
<td>0%</td>
<td>2,863,939,506</td>
<td>189,545,178</td>
<td>7%</td>
</tr>
<tr>
<td>Income from operations</td>
<td>72,863,718</td>
<td>18,823,232</td>
<td>54,040,486</td>
<td>287%</td>
<td>39,777,334</td>
<td>33,086,384</td>
<td>83%</td>
</tr>
<tr>
<td>Net Non Operating Revenue/Expenses</td>
<td>310,485,261</td>
<td>40,306,965</td>
<td>270,178,296</td>
<td>670%</td>
<td>5,143,278</td>
<td>305,341,983</td>
<td>5937%</td>
</tr>
<tr>
<td>Net Profit</td>
<td>383,348,979</td>
<td>59,130,197</td>
<td>324,218,782</td>
<td>548%</td>
<td>44,920,612</td>
<td>338,428,367</td>
<td>753%</td>
</tr>
<tr>
<td>Operating Margin*</td>
<td>2.3%</td>
<td>0.6%</td>
<td></td>
<td></td>
<td>1.4%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Favorable to Budget</th>
<th>Unfavorable to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green</td>
<td>Red</td>
</tr>
</tbody>
</table>
Key Takeaways

- We performed very strong to budget in the month of April. We had a positive variance by more than $3.5M. Also strong compared to prior year, which again was early on in the pandemic.

- Volumes continue to lag in some areas to budget and prior year, but we continue to see higher acuity patients. ED volume for the JOA exceeded budget for the first time since the early part of the pandemic.
<table>
<thead>
<tr>
<th></th>
<th>UWH-Madison/ACO/Isthmus</th>
<th>SAHS /RDI</th>
<th>Total *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>6.8%</td>
<td>0.7%</td>
<td>3.2%</td>
</tr>
<tr>
<td>Budget</td>
<td>2.6%</td>
<td>1.8%</td>
<td>2.3%</td>
</tr>
<tr>
<td>Prior Year</td>
<td>-7.1%</td>
<td>-14.1%</td>
<td>-5.6%</td>
</tr>
</tbody>
</table>
### Summary of Enterprise-wide April 30, 2021 Operating Results

#### TOTAL OPERATING REVENUE

<table>
<thead>
<tr>
<th></th>
<th>Actual April- FY21</th>
<th>Budget April- FY21</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
<th>Actual April- FY20</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net patient service revenue</td>
<td>322,048,745</td>
<td>304,956,152</td>
<td>17,092,593</td>
<td>6%</td>
<td>197,975,722</td>
<td>124,073,023</td>
<td>63%</td>
</tr>
<tr>
<td>Other operating revenues</td>
<td>5,285,572</td>
<td>6,312,127</td>
<td>(1,026,555)</td>
<td>-16%</td>
<td>52,084,072</td>
<td>(46,798,500)</td>
<td>-90%</td>
</tr>
<tr>
<td>Total operating revenues, net</td>
<td>327,334,317</td>
<td>311,268,279</td>
<td>16,066,038</td>
<td>5%</td>
<td>250,059,794</td>
<td>77,274,523</td>
<td>31%</td>
</tr>
</tbody>
</table>

#### TOTAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>Actual April- FY21</th>
<th>Budget April- FY21</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
<th>Actual April- FY20</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-physician salaries and benefits</td>
<td>119,954,119</td>
<td>124,808,380</td>
<td>(4,854,261)</td>
<td>-4%</td>
<td>107,913,808</td>
<td>12,040,311</td>
<td>11%</td>
</tr>
<tr>
<td>Physician salaries and benefits</td>
<td>44,919,585</td>
<td>44,285,063</td>
<td>634,522</td>
<td>1%</td>
<td>38,803,613</td>
<td>6,115,972</td>
<td>16%</td>
</tr>
<tr>
<td>Salaries and benefits</td>
<td>164,873,704</td>
<td>169,093,443</td>
<td>(4,219,739)</td>
<td>-2%</td>
<td>146,717,421</td>
<td>18,156,283</td>
<td>12%</td>
</tr>
<tr>
<td>Other expenses</td>
<td>1,536,716</td>
<td>3,604,091</td>
<td>(2,067,375)</td>
<td>-57%</td>
<td>4,343,313</td>
<td>(1,897,597)</td>
<td>-55%</td>
</tr>
<tr>
<td>Medical materials and supplies</td>
<td>24,817,706</td>
<td>21,804,994</td>
<td>3,012,712</td>
<td>14%</td>
<td>19,993,338</td>
<td>13,824,368</td>
<td>126%</td>
</tr>
<tr>
<td>Pharmaceuticals</td>
<td>56,267,474</td>
<td>46,919,825</td>
<td>9,347,649</td>
<td>20%</td>
<td>41,561,110</td>
<td>14,706,364</td>
<td>35%</td>
</tr>
<tr>
<td>Interest expense</td>
<td>1,443,166</td>
<td>2,073,681</td>
<td>(630,515)</td>
<td>-30%</td>
<td>1,932,714</td>
<td>(489,548)</td>
<td>-25%</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>9,368,460</td>
<td>9,938,111</td>
<td>(569,651)</td>
<td>-6%</td>
<td>9,648,202</td>
<td>(279,742)</td>
<td>-3%</td>
</tr>
<tr>
<td>Public aid assessment</td>
<td>5,100,346</td>
<td>5,160,502</td>
<td>(60,156)</td>
<td>-1%</td>
<td>4,799,627</td>
<td>300,719</td>
<td>6%</td>
</tr>
<tr>
<td>Facilities and equipment</td>
<td>13,283,357</td>
<td>18,100,401</td>
<td>(4,817,044)</td>
<td>-27%</td>
<td>17,365,139</td>
<td>(4,081,782)</td>
<td>-24%</td>
</tr>
<tr>
<td>Nonoperating expenses - academic support</td>
<td>5,805,255</td>
<td>5,873,249</td>
<td>(67,994)</td>
<td>-1%</td>
<td>5,987,053</td>
<td>(181,798)</td>
<td>-3%</td>
</tr>
<tr>
<td>Net Operating Expenses</td>
<td>316,729,723</td>
<td>304,203,184</td>
<td>12,526,539</td>
<td>4%</td>
<td>264,020,865</td>
<td>52,708,858</td>
<td>20%</td>
</tr>
</tbody>
</table>

#### Income from operations

|                      | Actual 410,054,594 | Budget 7,065,095 | Variance 3,539,499 | 50% | Actual 9,961,071 | Budget 24,565,665 | -176% |

#### NON-OPERATING REVENUE/EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>Actual 35,347,648</th>
<th>Budget 310,693</th>
<th>Variance 35,036,955</th>
<th>1127%</th>
<th>Actual 58,249,382</th>
<th>Budget 22,901,734</th>
<th>-39%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net increase/decrease in fair value of investments</td>
<td>5,297,790</td>
<td>2,286,058</td>
<td>3,011,732</td>
<td>132%</td>
<td>15,193,458</td>
<td>(9,895,668)</td>
<td>-65%</td>
</tr>
<tr>
<td>Investment income</td>
<td>611,669</td>
<td>1,490,518</td>
<td>(878,849)</td>
<td>-59%</td>
<td>1,496,104</td>
<td>(884,435)</td>
<td>-59%</td>
</tr>
<tr>
<td>Equity interest in income/loss of joint ventures</td>
<td>(96,080)</td>
<td>0</td>
<td>(96,080)</td>
<td>-100%</td>
<td>(94,937)</td>
<td>(1,143)</td>
<td>1%</td>
</tr>
<tr>
<td>Net inc/dec in fair value of derivative instrument</td>
<td>14,011,254</td>
<td>401,758</td>
<td>13,609,496</td>
<td>3387%</td>
<td>1,036,819</td>
<td>12,974,435</td>
<td>1251%</td>
</tr>
<tr>
<td>Net Non Operating Revenue/Expenses</td>
<td>55,172,281</td>
<td>4,469,027</td>
<td>50,683,254</td>
<td>1129%</td>
<td>75,880,826</td>
<td>(20,708,545)</td>
<td>-27%</td>
</tr>
</tbody>
</table>

#### Net Profit

|                      | Actual 65,776,875 | Budget 11,554,122 | Variance 54,222,753 | 469% | Actual 61,919,755 | Budget 3,857,120 | 6%   |

---

UWHealth
<table>
<thead>
<tr>
<th></th>
<th>UWH-Madison/ACO/Isthmus</th>
<th>SAHS/RDI</th>
<th>Total *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>3.1%</td>
<td>2.3%</td>
<td>2.3%</td>
</tr>
<tr>
<td>Budget</td>
<td>1.0%</td>
<td>0.9%</td>
<td>0.6%</td>
</tr>
<tr>
<td>Prior Year</td>
<td>1.4%</td>
<td>1.6%</td>
<td>1.4%</td>
</tr>
</tbody>
</table>
### Summary of Enterprise-wide YTD April 30, 2021 Operating Results

#### TOTAL OPERATING REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual Apr YTD- FY21</th>
<th>Budget Apr YTD- FY21</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
<th>Actual Apr YTD- FY20 vs. PY</th>
<th>Variance Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net patient service revenue</td>
<td>3,048,573,642</td>
<td>2,992,803,892</td>
<td>55,769,750</td>
<td>2%</td>
<td>2,784,053,175</td>
<td>264,520,467</td>
</tr>
<tr>
<td>Other operating revenues</td>
<td>77,774,760</td>
<td>81,372,388</td>
<td>(3,597,628)</td>
<td>-4%</td>
<td>119,663,665</td>
<td>(41,888,905)</td>
</tr>
<tr>
<td><strong>Total operating revenues, net</strong></td>
<td>3,126,348,402</td>
<td>3,074,176,280</td>
<td>52,172,122</td>
<td>2%</td>
<td>2,903,716,840</td>
<td>222,631,562</td>
</tr>
</tbody>
</table>

#### TOTAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
<th>Actual</th>
<th>Variance Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and benefits</td>
<td>1,695,994,605</td>
<td>1,699,949,216</td>
<td>(3,954,611)</td>
<td>0%</td>
<td>1,581,867,849</td>
<td>114,126,756</td>
</tr>
<tr>
<td>Other expenses</td>
<td>22,092,644</td>
<td>31,797,650</td>
<td>(9,705,006)</td>
<td>-31%</td>
<td>52,922,864</td>
<td>(30,830,220)</td>
</tr>
<tr>
<td>Purchased services and agency costs</td>
<td>205,507,128</td>
<td>223,870,376</td>
<td>(18,363,248)</td>
<td>-8%</td>
<td>200,922,401</td>
<td>4,584,727</td>
</tr>
<tr>
<td>Medical materials and supplies</td>
<td>226,522,762</td>
<td>227,349,056</td>
<td>(826,296)</td>
<td>0%</td>
<td>194,674,471</td>
<td>31,648,289</td>
</tr>
<tr>
<td>Pharmaceuticals</td>
<td>519,452,922</td>
<td>466,997,266</td>
<td>52,455,656</td>
<td>11%</td>
<td>441,735,189</td>
<td>77,717,733</td>
</tr>
<tr>
<td>Interest expense</td>
<td>18,679,837</td>
<td>21,046,657</td>
<td>(2,366,820)</td>
<td>-11%</td>
<td>21,287,659</td>
<td>(2,607,822)</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>93,145,237</td>
<td>95,547,649</td>
<td>(2,402,412)</td>
<td>-3%</td>
<td>97,253,164</td>
<td>(4,107,927)</td>
</tr>
<tr>
<td>Public aid assessment</td>
<td>50,643,709</td>
<td>51,605,020</td>
<td>(961,311)</td>
<td>-2%</td>
<td>47,996,270</td>
<td>2,647,439</td>
</tr>
<tr>
<td>Facilities and equipment</td>
<td>161,928,263</td>
<td>179,425,237</td>
<td>(17,496,974)</td>
<td>-10%</td>
<td>164,626,074</td>
<td>(2,697,811)</td>
</tr>
<tr>
<td>Nonoperating expenses - academic support</td>
<td>59,517,579</td>
<td>57,764,921</td>
<td>1,752,658</td>
<td>3%</td>
<td>60,453,565</td>
<td>(935,966)</td>
</tr>
<tr>
<td><strong>Net Operating Expenses</strong></td>
<td>3,053,484,684</td>
<td>3,055,353,048</td>
<td>(1,868,364)</td>
<td>0%</td>
<td>2,863,939,506</td>
<td>189,545,178</td>
</tr>
</tbody>
</table>

#### Income from operations

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
<th>Actual</th>
<th>Variance Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>72,863,718</td>
<td>18,823,232</td>
<td>54,040,486</td>
<td>287%</td>
<td>39,777,334</td>
<td>33,086,384</td>
</tr>
</tbody>
</table>

#### NON-OPERATING REVENUE/EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance vs. Budget</th>
<th>Var. %</th>
<th>Actual</th>
<th>Variance Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net increase/decrease in fair value of investments</td>
<td>225,960,167</td>
<td>3,106,930</td>
<td>222,853,237</td>
<td>713%</td>
<td>(72,704,072)</td>
<td>298,664,239</td>
</tr>
<tr>
<td>Investment income</td>
<td>48,652,282</td>
<td>26,460,578</td>
<td>22,191,704</td>
<td>84%</td>
<td>47,432,199</td>
<td>1,220,083</td>
</tr>
<tr>
<td>Equity interest in income/loss of joint ventures</td>
<td>11,966,550</td>
<td>13,329,521</td>
<td>(1,362,971)</td>
<td>-10%</td>
<td>23,457,089</td>
<td>(11,490,539)</td>
</tr>
<tr>
<td>Net inc/dec in fair value of derivative instrument</td>
<td>1,538,843</td>
<td>0</td>
<td>1,538,843</td>
<td>100%</td>
<td>(1,488,063)</td>
<td>3,026,906</td>
</tr>
<tr>
<td>Other, net</td>
<td>22,367,419</td>
<td>(2,590,064)</td>
<td>24,957,483</td>
<td>-96%</td>
<td>8,446,125</td>
<td>13,921,294</td>
</tr>
<tr>
<td><strong>Net Non Operating Revenue/Expenses</strong></td>
<td>310,485,261</td>
<td>40,306,965</td>
<td>270,178,296</td>
<td>670%</td>
<td>5,143,278</td>
<td>305,341,983</td>
</tr>
</tbody>
</table>

#### Net Profit

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual</th>
<th>Variance Var. %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>383,348,979</td>
<td>548%</td>
</tr>
<tr>
<td></td>
<td>44,920,612</td>
<td>753%</td>
</tr>
<tr>
<td></td>
<td>Favorable Direction</td>
<td>FY 21</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Operating Margin*</td>
<td>↑</td>
<td>2.3%</td>
</tr>
<tr>
<td>Total Margin</td>
<td>↑</td>
<td>11.2%</td>
</tr>
<tr>
<td>Days Cash on Hand*</td>
<td>↑</td>
<td>290</td>
</tr>
<tr>
<td>Days in Accounts Receivable **</td>
<td>↓</td>
<td>46</td>
</tr>
<tr>
<td>Long Term Debt to Capitalization</td>
<td>↓</td>
<td>19.3%</td>
</tr>
<tr>
<td>Operating Cash Flow</td>
<td>↑</td>
<td>5.9%</td>
</tr>
<tr>
<td>Cash-to-Debt</td>
<td>↑</td>
<td>382.1%</td>
</tr>
</tbody>
</table>

* excludes provision for bad debt and retiree health insurance, includes academic support

** average for 12 months

(1) S&P’s 2019 financial ratios based on 36 obligators rated "AA-" by S&P. Based on 2018 audited financials.

(2) Moody's 2019 financial ratios based on 32 "Aa3" rated hospitals. Based on 2018 audited financials.

^ The significant increase to DCOH is related to the advanced received from Medicare, which is over 25 days and some rebounds in the investment portfolio.
## Balance Sheet – April 30, 2021

<table>
<thead>
<tr>
<th>Cash &amp; Investments</th>
<th>UWHCA</th>
<th>UWMF</th>
<th>ACO/Isthmus</th>
<th>Total UWHCA and UW Health Consol.</th>
<th>Discrete Components</th>
<th>UW Health Consolidated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unrestricted</strong></td>
<td>1,637,762,987</td>
<td>578,852,317</td>
<td>4,242,301</td>
<td>2,220,857,605</td>
<td>535,638,585</td>
<td><strong>2,756,496,190</strong></td>
</tr>
<tr>
<td><strong>Restricted by Trustee &amp; Donors</strong></td>
<td>22,365,967</td>
<td>-</td>
<td>-</td>
<td>22,365,967</td>
<td>25,945,539</td>
<td><strong>48,311,506</strong></td>
</tr>
<tr>
<td><strong>Accounts Receivable</strong></td>
<td>313,620,981</td>
<td>102,734,593</td>
<td>-</td>
<td>416,355,574</td>
<td>83,698,645</td>
<td><strong>500,054,219</strong></td>
</tr>
<tr>
<td><strong>Property, Plant &amp; Equipment, Net</strong></td>
<td>768,349,164</td>
<td>64,563,271</td>
<td>8,693</td>
<td>832,921,128</td>
<td>421,196,485</td>
<td><strong>1,241,836,848</strong></td>
</tr>
<tr>
<td><strong>Other Assets &amp; Deferred Outflows of Resources</strong></td>
<td>1,709,665,127</td>
<td>629,653,446</td>
<td>370,874</td>
<td>957,011,797</td>
<td>73,741,093</td>
<td><strong>781,484,455</strong></td>
</tr>
<tr>
<td><strong>Total Assets &amp; Deferred Outflows of Resources</strong></td>
<td><strong>$ 4,451,764,226</strong></td>
<td><strong>$ 1,375,803,627</strong></td>
<td><strong>$ 4,621,868</strong></td>
<td><strong>$ 4,449,512,071</strong></td>
<td><strong>$ 1,140,220,347</strong></td>
<td><strong>$ 5,328,183,218</strong></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td>1,071,612,234</td>
<td>979,607,945</td>
<td>1,221,699</td>
<td>673,164,397</td>
<td>231,651,514</td>
<td><strong>660,036,703</strong></td>
</tr>
<tr>
<td><strong>Long-term Debt &amp; Deferred Inflows of Resources</strong></td>
<td>1,257,106,312</td>
<td>40,520,000</td>
<td>-</td>
<td>1,297,626,312</td>
<td>297,366,074</td>
<td><strong>1,594,992,386</strong></td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
<td>2,083,350,228</td>
<td>355,675,682</td>
<td>3,400,169</td>
<td>2,439,025,910</td>
<td>601,405,292</td>
<td><strong>3,023,661,211</strong></td>
</tr>
<tr>
<td><strong>Restricted</strong></td>
<td>39,695,452</td>
<td>-</td>
<td>-</td>
<td>39,695,452</td>
<td>9,797,466</td>
<td><strong>49,492,918</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities, Deferred Inflows of Resources &amp; Net Position</strong></td>
<td><strong>$ 4,451,764,226</strong></td>
<td><strong>$ 1,375,803,627</strong></td>
<td><strong>$ 4,621,868</strong></td>
<td><strong>$ 4,449,512,071</strong></td>
<td><strong>$ 1,140,220,347</strong></td>
<td><strong>$ 5,328,183,218</strong></td>
</tr>
</tbody>
</table>
Key Takeaways

- We performed very strong to budget in the month of April. We had a positive variance by more than $3.5M. Also, strong compared to prior year, which was early on in the pandemic and included the impact of cancelling procedures, etc.

- Volumes continue to lag in some areas to budget and prior year, but we continue to see higher acuity patients. In April, the JOA exceed budget on ED volume, the first time since the start of the pandemic that we saw volumes at that level.

- On the non-operating side, saw the investment portfolio’s unrecognized gains grow $35.3M for the month. SAHS also recognized over $13M of CARES funds.
Summary – UWHC Charge Based Rate Increase

• Must publish in WI State Journal by May 29, 2021 for July 1 start date
• Rates published on uwhealth.org per federal price transparency regulations
• Recommended “list price” increase is 5%
• Factors driving need for price increase:
  - Inflation in salaries, benefits, drugs and supplies
  - Modest reimbursement increases from governmental payors
  - Financial impact of COVID-19
• Few payors’ reimbursement rates have any direct connection to charges, however:
  - Charges remain a focus of public interest, especially due to increased deductibles and co-insurance rates
  - Charges do impact PPO payment rates
NOTICE OF PROPOSED HOSPITAL PRICE INCREASE FOR UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY

600 Highland Avenue
Madison, WI 53792

Fiscal Year 7/1/21 to 6/30/22

Annual average gross percentage price increase: 5.0%
Effective date of increase: 7/1/21
Date of last reported increase: 7/1/20
Last reported annual gross percentage price increase: 5.0%

<table>
<thead>
<tr>
<th>Charge Element</th>
<th>Previous Price</th>
<th>New Price</th>
<th>Increase (Decrease)</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room &amp; Board</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>$ 2,430.00</td>
<td>$ 2,500.00</td>
<td>$ 70.00</td>
<td>2.9%</td>
</tr>
<tr>
<td>Pediatric</td>
<td>3,310.00</td>
<td>3,410.00</td>
<td>100.00</td>
<td>3.0%</td>
</tr>
<tr>
<td>Adult Intermediate Care</td>
<td>5,730.00</td>
<td>5,900.00</td>
<td>170.00</td>
<td>3.0%</td>
</tr>
<tr>
<td>Trauma/Burn Intensive Care</td>
<td>9,160.00</td>
<td>9,430.00</td>
<td>270.00</td>
<td>2.9%</td>
</tr>
<tr>
<td>Surgical Intensive Care</td>
<td>9,160.00</td>
<td>9,430.00</td>
<td>270.00</td>
<td>2.9%</td>
</tr>
<tr>
<td>Medical Intensive Care</td>
<td>9,160.00</td>
<td>9,430.00</td>
<td>270.00</td>
<td>2.9%</td>
</tr>
<tr>
<td>Pediatric Intensive Care</td>
<td>9,725.00</td>
<td>10,020.00</td>
<td>295.00</td>
<td>3.0%</td>
</tr>
<tr>
<td>Neonatal Intensive Care Level 4</td>
<td>10,207.00</td>
<td>10,510.00</td>
<td>303.00</td>
<td>3.0%</td>
</tr>
<tr>
<td>Mammography - Unilateral Diagnostic w/CAD</td>
<td>510.00</td>
<td>540.00</td>
<td>30.00</td>
<td>5.9%</td>
</tr>
<tr>
<td>Mammography - Bilateral Diagnostic w/CAD</td>
<td>610.00</td>
<td>640.00</td>
<td>30.00</td>
<td>4.9%</td>
</tr>
<tr>
<td>Mammography - Bilateral Screen w/CAD</td>
<td>480.00</td>
<td>480.00</td>
<td>20.00</td>
<td>4.3%</td>
</tr>
<tr>
<td>Emergency Room Level 5 Visit</td>
<td>2,948.00</td>
<td>2,948.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>Psychotherapy, 53+ Min w/PT</td>
<td>104.00</td>
<td>104.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>ECT</td>
<td>203.00</td>
<td>210.00</td>
<td>7.00</td>
<td>3.4%</td>
</tr>
</tbody>
</table>

Reason for increase: These increases have been approved by the University of Wisconsin Hospitals and Clinics Authority Board. Cost increases in the form of new technology, drugs, supplies, higher wage rates for personnel, and the impact of COVID-19 are primarily responsible for these increases in payment rates.
Comparison of “List Prices” to Peers

Acuity-adjusted Price and Average CMI per Inpatient Admission - CY2020

<table>
<thead>
<tr>
<th></th>
<th>Price per Admission</th>
<th>CMI</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Lukes</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Froedtert</td>
<td>$45,000</td>
<td></td>
</tr>
<tr>
<td>UWHC</td>
<td>$40,000</td>
<td></td>
</tr>
<tr>
<td>UPH Meriter</td>
<td>$35,000</td>
<td></td>
</tr>
<tr>
<td>St. Mary's</td>
<td>$30,000</td>
<td></td>
</tr>
</tbody>
</table>

Price per Admission

CMI
Comparison of “List Prices” to Peers

List Price as % of Medicare Reimbursement, Adjusted for Acuity and Medical Education Costs, FY2019

- St. Lukes: 530%
- St. Mary’s: 519%
- Froedtert: 425%
- UPH Meriter: 422%
- UWHC: 381%
Charge Based Rate Increases

Local/Regional Competitor Rate Increases, 2016-2020

- UWHC
- Meriter
- St Mary's
- CHOW
- Froedtert
- St Lukes

Comparative Analysis of UWHC Pricing
Case Mix Index (CMI) Adjusted Charges per Adjusted Discharge
Benchmarking Group: AMC Peer Group*
Action OI Database
January - December 2020
Source: ActionOI Side by Side Report

**SUMMARY**

<table>
<thead>
<tr>
<th>Benchmarking Group</th>
<th>Mean</th>
<th>UWHC</th>
<th>UWHC Rank</th>
<th>UWHC % Below Mean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exec Council Peer Group- National (n = 32)</td>
<td>40,696</td>
<td>38,050</td>
<td>18th lowest of 32</td>
<td>7%</td>
</tr>
<tr>
<td>Exec Council Peer Group- Midwest (n = 9)</td>
<td>38,500</td>
<td>38,050</td>
<td>7th lowest of 9</td>
<td>1%</td>
</tr>
</tbody>
</table>

**Midwest Compare Group- Detail**

<table>
<thead>
<tr>
<th>Organization</th>
<th>City</th>
<th>State</th>
<th>Hospital CMI</th>
<th>CMI Adj Charges/Adj Discharge**</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
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<td>St. Louis</td>
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Prepared by Jennifer Leahy-Siebold, UW Health Revenue Cycle, 4/20/2021

*The AMC Council Peer Group is a group of health care centers that have been chosen by UWHC Executive Leadership using various criteria including major teaching status, CMI >=1.90, a solid organ transplant program, a level 1 trauma program, and adjusted discharges >=9,500.

**CMI Adj Charges/Adj Discharge = (Total Charges/Hospital CMI)/Total Adjusted Discharges
Resolution
UWHC FY22 Hospital Rate Increase
RESOLUTION OF
THE BOARD OF DIRECTORS OF
UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY

Approving UWHC Hospital Rate Increase for Fiscal Year 2022

May 27, 2021

WHEREAS, the Finance Committee of the UWHCA Board of Directors ("UWHCA Board") has reviewed the UWHC Hospital Rate Increase document for fiscal year (FY) 2022 as prepared by UW Health management and has recommended its approval to the UWHCA Board; and

WHEREAS, the UWHCA Board has reviewed the Hospital Rate Increase document for FY22 as prepared by UW Health management; and

NOW, THEREFORE, BE IT RESOLVED, the UWHCA Board approves an average gross percentage price increase of 5% effective July 1, 2021; and

FURTHER RESOLVED, that the UWHCA Chief Executive Officer ("CEO"), his delegates ("Authorized Officers") be, and each of them is, hereby authorized, empowered, and directed to take all such actions as may be considered necessary, appropriate, convenient, proper, or advisable, to carry out the foregoing resolution; and

FURTHER RESOLVED, that any and all lawful actions previously taken by the UWHCA CEO and/or Authorized Officers on behalf of UWHCA and in its name in furtherance of the foregoing resolution is hereby ratified, confirmed and approved in all respects.
COVID-19 Update with a Focus on Vaccines at UW Health

May 2021

Peter Newcomer, MD, MMM
UW Health Chief Clinical Officer
Overview Key Points

• We are in full recovery phase at this point and our COVID numbers are stable in WI and N Illinois.
  • Vaccination progress is continuing with full eligibility nationwide for all over 12.
• We aren’t back to ”normal” but in a much better position over the last month or two.
• Majority of our strategies are moving forward again
How trends have changed in Wisconsin

New reported cases by day

8,000 cases
6,000
4,000
2,000
0


7-day average

New cases

Tests by day

60,000 tests
40,000
20,000


7-day average

Tests

Hospitalizations

2,000 hospitalized
1,000


7-day average

New reported deaths by day

100 deaths
50


7-day average

Deaths

These are days with a reporting anomaly. Read more here.
State and Dane County Vaccination Status (fully vaccinated %)

COVID-19 Vaccines for Wisconsin Residents

Percent of Wisconsin residents who have completed the vaccine series by county
Click a county to filter data

Percent of Wisconsin residents who have completed the vaccine series
The orange represents the population for whom the vaccine is authorized.
The gray indicates the population under 13 years of age for whom the vaccines are not authorized.

Age
12-15
16-17
18-24
25-34
35-44
45-54
55-64
65+

Race
American Indian
Asian
Black
Hispanic
Non-Hispanic
White

Sex
Female
Male

Ethnicity
Hispanic
Non-Hispanic

View more data on racial and ethnic disparities in Wisconsin

Vaccine doses for Wisconsin residents by week
(Total: 4,036,569)

Vaccine doses for Dane County residents by week
(Total: 617,716)

50%
40%
30%
20%
10%
0%

12/13
12/20
12/27
1/3
1/10
1/17
1/24
1/31
2/7
2/14
2/21
2/28
3/7
3/14
3/21
3/28
4/4
4/11
4/18
4/25
5/2
5/9
5/16

*Current week may be incomplete

50%
40%
30%
20%
10%
0%

12/13
12/20
12/27
1/3
1/10
1/17
1/24
1/31
2/7
2/14
2/21
2/28
3/7
3/14
3/21
3/28
4/4
4/11
4/18
4/25
5/2
5/9
5/16

*Current week may be incomplete
Employee Vaccinations By Race/Ethnicity

- **White**: 88.8%
- **Black/African American**: 88.6%
- **Latinx**: 81.1%
- **Asian**: 91.8%

*0.25% infection rate in fully vaccinated employees*
Vaccine and Equity at UW Health

• **Leadership in Equitable Vaccine Distribution**
  • Shiva Bidar-Sielaff  Chief Diversity Officer
  • Matt Anderson    Senior Medical Director or Primary Care
  • Karil Walther    VP Primary Care
  • Jim Conway       Medical Director for Immunization Practice

• **Faculty Partnerships**
  • Drs. Zapata, Henderson, and Tellez-Giron
Our Charge Related to COVID-19 Vaccines

As we get vaccine, we give vaccine

Prioritize equity in vaccine distribution

Maintain operations to meet other ongoing patient care needs
Why Is Racial Equity In COVID-19 Vaccine Planning Important?

Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity

<table>
<thead>
<tr>
<th>Rate ratios compared to White, Non-Hispanic persons</th>
<th>American Indian or Alaska Native, Non-Hispanic persons</th>
<th>Asian, Non-Hispanic persons</th>
<th>Black or African American, Non-Hispanic persons</th>
<th>Hispanic or Latino persons</th>
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</thead>
<tbody>
<tr>
<td>Cases</td>
<td>1.7x</td>
<td>0.7x</td>
<td>1.1x</td>
<td>1.3x</td>
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<tr>
<td>Hospitalization</td>
<td>3.7x</td>
<td>1.0x</td>
<td>2.9x</td>
<td>3.1x</td>
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<tr>
<td>Death</td>
<td>2.4x</td>
<td>1.0x</td>
<td>1.9x</td>
<td>2.3x</td>
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</tbody>
</table>

Race and ethnicity are risk markers for other underlying conditions that affect health, including socioeconomic status, access to healthcare, and exposure to virus related to occupation, e.g., among frontline, essential, and critical infrastructure workers.

Rate ratios

- The rate among Latinx people is 2.6 times the rate among non-Latinx people
- The rate among AI/AN people is 2.7 times the rate among White people
- The rate among Asian people is 0.8 times the rate among White people
- The rate among Black people is 1.7 times the rate among White people
- The rate among people of another race is 3.0 times the rate among White people

Percentage of people hospitalized in each race category

- Black: 5.5%
- AI/AN: 3.4%
- White: 3.1%
- Asian: 3.0%
- Unknown: 2.6%
- Other: 1.3%
Prioritized vaccination of UW Health frontline staff using:

- **Job-related risk exposure**
- **Age**
- **Social Vulnerability Index (SVI)**
Sort by Risk of exposure (e.g. 1A) first and then look at equitable distribution in that risk category.
Differentiating Within Exposure Risk Groups: SVI=Social Vulnerability Index

SVI Risk

We essentially multiply the effect of age by the effect of SVI.

Age Risk

Figure 3. Quartiles of prioritized HCPs in the sample dataset by age rank (0-100) and WI SVI. Color signifies race/ethnicity, where Blue = Asian, Red = Black or African American, Green = Hispanic or Latino, Violet = Multiracial, Orange = Native Hawaiian or other Pacific Islander, Yellow = White, and Teal = Not Disclosed
Dec. 14, 2020
UW Health Receives 1st Shipment of Pfizer. Eligibility includes frontline healthcare workers, residents/staff of LTC facilities

Jan 25, 2021
Eligibility expands to individuals age 65+

Feb 2021

Mar 1, 2021
Eligibility expands to educators, childcare, some public facing essential workers, residents/staff of congregate living facilities

Mar 22, 2021
Eligibility expands to individuals age 16+ with certain medical conditions

Apr 5, 2021
Eligibility expands to all individuals age 16+

Prioritized vaccination of Black, Latinx and Native American patients age 65+

Subsequent prioritization by age
Patient Approach- 65+: Scheduling Invitations

65+ patients
- Black*
- Latinx*
- Native American*

AND

95+ y/o of any race ethnicity

All Remaining 65+
By Descending Age

Day 0

Days 1-21

* Prioritization groups allowed per WI State Disaster Medical Advisory Committee
Patient Equity Outcomes

65+ Patients Vaccinated At UW Health By Race/Ethnicity

- Black
- White
- Latinx
- Native American
- Asian
Work Going Forward

Vaccine patient educators

1:1 outreach to medically homed BIPOC patients. Blocked spots.

Mobile partnerships and collaboration

Pop Up clinics and link with Quart, PHMDC and community partners

Vaccine clinic equity days

Community Partnerships: referrals from BIPOC community organizations

Transportation assistance
Goal for Fall 2021

• Continue the longer term transition to more normal functioning of the health system
• COVID-19 Vaccinations and booster vaccinations become part of our normal function
• Clinics and Hospitals getting patients caught up on vaccines (including COVID-19) in all the usual settings
Nurse Wellbeing at UW Health

May 27, 2021

Sarah Brzozowski, Director of Magnet & Nursing Excellence
Original Question

• For nurses working across all health care settings how do burnout, fatigue, stress, resilience, and well-being influence nurses’ turnover?
Literature Review Findings

• There are thousands of articles available on these topics

• Main takeaways:
  • Turnover, burnout, and engagement are influenced by a variety of factors; models exist to detail relationships between variables and outcomes (i.e., JOINT model)
  • These factors are at multiple levels (individual, local, organizational, national)
  • National Academies of Medicine (NAM) promotes a systems approach
Current State - Resources

• Wellbeing group has done great work putting together resources, primarily are focused on individual’s role

• Existing organizational-level strategies (i.e., NCAP, Magnet®, Shared Governance) align with wellbeing; opportunity to make link more explicit

• Very few resources at the interpersonal level (management style and relationships) or job level (job demand and job control)
Understanding current state

- **Data gathering via meetings with:**
  - Wellbeing, within Employee Health (multiple times), including Organizational Development
  - Chief Wellness Officer
  - Clinical Nurse Specialist (CNS) Psych Liaison
  - Past Evidence Based Practice (EBP) Fellow (Mandy Jo Mlsna), project on peer support
  - Chairs of the Council of Unit Council Chairs
- **Attended webinars on nurse wellbeing and/or resilience**
Measurements

- The literature offers many ways to measure these concepts and constructs
- National Database of Nursing Quality Indicators (NDNQI) survey data does offer proxy measures for burnout; measures of turnover and satisfaction
- Our data can be analyzed to see where nurses report higher and lower job enjoyment
Themes from current state

• “I need to know I feel supported”
• “I need to know my voice is being heard”
• “I need to hear communication in a timely way so that I feel informed”
• Accountabilities and shared expectations at all levels are needed
• There are opportunities to integrate a focus on wellbeing within current offerings (i.e., UW Health Way)
• Main takeaway: Future work is a culture shift, this can’t be just a project
Next Steps

• Determine the vision of Nursing’s culture of wellbeing at UW Health?
• Leadership development
  • Care Team Leaders, Supervisors, Managers, Clinical Nurse Specialists, Directors, etc.
• Integrate and align with Council structure
Next Steps

Wellbeing

Electronic Submission of Ideas

NURSES

Unit Councils

Staffing
Practice
Products & Technology
Professional Advancement
Research & EBP

Council of Unit Chairs

Education

Quality/ Standardization
Recognition

Nursing Coordinating Council
Our Goal is to figure out: How do we live Wellbeing in Nursing?
Questions?
Leader Development
Future State Vision

UW Health is recognized as an employer of choice that **attracts and retains** a highly diverse, skilled and innovative workforce. Staff are empowered in a highly inclusive culture of learning, advancement and success. This workforce delivers on the UW Health vision of Remarkable Healthcare and contributes positively to the health and well-being of the communities we serve.

**Strategies**

- Create a culture that promotes diversity, equity, and inclusion
- Invest in system-wide professional/career development programs
- Support workforce to achieve highest potential and deliver Remarkable Healthcare
- Maximize ability to attract & hire high-quality talent
Value of Leader Development

- Drive strategy execution
- Creates effective problem solving
- Improved ability to attract and retain talent
- Increased agility and adaptability to change
Focus on leadership development

• Supporting leadership in advancing strategic domains and foundational competencies

• Addressing recognized gaps in leader onboarding and competency

• Developing leaders and setting the foundation for new leaders to be successful
New Leader Onboarding – Required Leader Standard Work

Who

• Leaders new to UW Health or promoted (for the first time) into a leadership role, within the last 90 days
• Scope: supervisors, managers, and directors

When

• New leaders enrolled in the next available cohort upon hire (typically within 2 months of start date)
• Quarterly offering

What

• 10-week, 10 session cohort-based program, designed to minimize time spent away from the work area and allow for networking
Nurse Manager Professional Development Retreat
Why Focus on Nurse Managers

- Communication
- 24/7 Operations
- Generational Differences*
  Veterans 1925-1945 (3%)
  Baby Boomers 1943-1960 (32%)
  Generation X 1961-1979 (39%)
  Millennials 1980-2000 (26%)

- Institutional/Organizational Pressure
- “Peter Principle”

Nurse Manager Professional Development Retreat

- July 2021
- Eight hour monthly education
- Training/Education will include:
  - Enhancing communication skills
  - Human resource management
  - Healthcare finance
  - Legal implications for nurse managers
  - And many more topics related to leadership
Discussion