GUNDERSEN
HEALTH SYSTEM®

Business Health Services
Industrial Safety Eyewear Agreement

LA CROSSE CITY OF
400 LA CROSSE STREET
LA CROSSE, WI 54601
Phone: (608) 789-7595 Fax: (608) 789-7598

Effective Date: 01/01/2016
End Date: 12/31/2016
Contact: WENDY OESTREICH

This Agreement is entered into effective the 1st day of **January, 2016**, by and between **GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.**, individually and as agent for **GUNDERSEN CLINIC, LTD.** ("Clinic") and **LA CROSSE CITY OF** ("Employer").

RECITALS

WHEREAS, the Clinic is a Wisconsin nonprofit service corporation with its principal offices at 1900 South Avenue, La Crosse, WI 54601; and
WHEREAS, the Clinic is a multi-specialty physician group practice that provides occupational health and other medical services in a 19-county region in western Wisconsin, southeast Minnesota, and northeast Iowa; and
WHEREAS, the Clinic desires to provide occupational health services to the Employer and its employees at a reasonable cost, consistent with high standards of medical care; and
WHEREAS, the Employer desires to obtain occupational health services for its employees from the Clinic pursuant to the terms hereinafter set forth;
NOW, THEREFORE, FOR VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the terms hereinafter set forth, the Clinic and the Employer agree as follows:

I. DEFINITIONS. For purposes of this Agreement:

1.1 "Agreement" means this Industrial Safety Eyewear Agreement, together with the attached Authorizaion form.
1.2 "Clinic" means Gundersen Clinic, Ltd.
1.3 "Covered Services" means medically necessary and appropriate industrial safety eyewear provided by the Clinic to the Employer and Eligible Employees, as further described in the attached Authorization form.
1.4 "Eligible Employees" means employees of the Employer who are designated as eligible for Covered Services from the Clinic.
1.5 "Employer" means **LA CROSSE CITY OF**
1.6 "Party" means either the Clinic or the Employer, depending upon the context in which such term is used. "Parties" means both the Clinic and the Employer.
1.7 "Reimbursement Rates" means the reimbursement rates described in the attached Authorization form.

II. TERM. The term of this Agreement shall be **12 months**, commencing on **January 1, 2016** and expiring at midnight, **December 31, 2016**, unless sooner terminated by one of the Parties in accordance with paragraph VIII.

III. CLINIC'S OBLIGATIONS. During the term of this Agreement, the Clinic shall:

3.1 Provide Covered Services to the Employer and Eligible Employees at the Reimbursement Rates.
3.2 Ensure that the Covered Services provided to Eligible Employees are consistent with the standards of practice for quality care generally recognized within the medical community.
3.3 Prepare, keep and maintain complete medical records relating to the Covered Services provided to each Eligible Employee, retaining such records in such form and for such period as may be required by applicable federal or state law.
3.4 Communicate information and documents concerning Covered Services provided to an Eligible Employee upon the Employer's request which shall be accompanied by a signed written authorization from the Eligible Employee, where necessary, authorizing the clinic to disclose such information and documents to the Employer.
3.5 Send the Employer periodic invoices specifying by name of Eligible Employee and date the Covered Services provided and the total amount owed by the Employer for such services.

IV. EMPLOYER'S OBLIGATIONS. During the term of this Agreement, the Employer shall:

4.1 Pay the Clinic's periodic invoices for Covered Services within thirty (30) calendar days of receipt by the Employer.
4.2 Ensure that the Employer's written requests for information and documents concerning Covered Services provided to Eligible Employees are accompanied by a signed written authorization from the Eligible Employee, authorizing the Clinic to disclose such information and documents to the Employer, if necessary.

V. ASSIGNMENT. This Agreement may not be assigned by the Employer to any other person or entity (whether in connection with a merger, consolidation, sale or otherwise) without the prior written consent of the Clinic. This Agreement may not be assigned by the Clinic to any person or entity other than corporate affiliates within the Gundersen Lutheran Health System without the prior written consent of the Employer.

VI. AUDITS; ACCESS TO BOOKS AND RECORDS. To the extent that section 952 of the Omnibus Budget Reconciliation Act of 1980 and the regulations promulgated thereunder are applicable to this Agreement, the Employer shall, until four years after the expiration of this Agreement, comply with all requests by the Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access to this Agreement and to the Employer's books, documents and records necessary to verify the nature and extent of the Covered Services provided by the Clinic and the amounts paid for such services. Such access shall be requested by such government entities in accordance with section 952.

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VII. INDEMNIFICATION.

7.1 The Clinic agrees to defend, indemnify and hold harmless the ~~Employer~~ City, its officers, Directors and employees from and against any and all claims, demands, causes of action, losses, liabilities and costs, including reasonable attorney's fees, arising from or relating to the negligent and willful acts or omissions by the Clinic and its physicians, employees, and agents pursuant to this Agreement.

7.2 ~~The Employer agrees to defend, indemnify and hold harmless the Clinic from and against any and all claims, demands, causes of action, losses, liabilities and costs, including reasonable attorney's fees, arising from or relating to the negligent and willful acts or omissions by the Employer and its employees and agents pursuant to this Agreement~~.

VIII. TERMINATION.

8.1 This Agreement may be terminated by either Party at any time without cause upon sixty (60) days' prior written notice to the other Party.

8.2 In the event of default, the nonbreaching Party shall send a written notice to the breaching Party, setting forth with reasonable specificity the nature of the default. If the breaching Party fails to cure the default to the reasonable satisfaction of the nonbreaching Party within ten (10) calendar days of the date of such written notice, then, without further notice, the nonbreaching Party may terminate this Agreement for cause effective immediately.

8.3 Upon termination of this Agreement under subparagraph (8.1) or (8.2) above:

8.4 The Clinic shall not be required to provide the Employer or Eligible Employees with any further Covered Services;

8.5 The Employer shall pay the Clinic any and all amounts still owed for Covered Services within thirty (30) calendar days of receipt of the Clinic's final invoice; and

8.6 The Clinic's record retention obligations under paragraph 3(c), the Employer's obligations under paragraphs IV and VI, and the Parties' indemnification obligations under paragraph VII shall continue after and survive the termination of this Agreement.

IX. GOVERNING LAW; SEVERABILITY. The validity, construction and interpretation of this Agreement, and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement is declared void and unenforceable by a court of law, the remaining provisions shall remain in full force and effect to govern the Parties' conduct and relationship.

X. VENUE. Any judicial action or proceeding arising from or relating to this Agreement shall be brought and venued in La Crosse County Circuit Court in La Crosse, Wisconsin.

XI. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the Parties relating to their contractual relationship, and supersedes all prior understandings, representations and agreements relating thereto.

XII. AMENDMENTS. This Agreement may not be amended except pursuant to a written agreement signed by both Parties.

XIII. NOTICES. Notice hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the other Party at the following address or such other address as may be specified pursuant to a notice properly given:

Notices to the Clinic:
GUNDERSEN CLINIC, LTD.
Bruce Friell, Director
Business Health Services
1900 South Avenue
La Crosse, WI 54601

Notices to the Employer:
LA CROSSE CITY OF
WENDY OESTREICH
400 LA CROSSE STREET
LA CROSSE, WI 54601
(608) 789-7595

XIV. CAPTIONS. The captions in this Agreement are for reference purposes only, and shall not be used or relied upon to vary the specific terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. I have read the service agreement and acknowledge it represents my understanding of the services and the responsibilities of both **GUNDERSEN LUTHERAN MEDICAL CENTER, INC.** and **LA CROSSE CITY OF**.

GUNDERSEN CLINIC, LTD.

By: Bruce Friell
Bruce Friell, Director
Business Health Department

Date: JAN 0 1 2016

LA CROSSE CITY OF

By: Wendy K. Oestreich

Print: Wendy K. Oestreich

Title: Director of Human Resources

Date: 2-17-16

GUNDERSEN
HEALTH SYSTEM

EMPLOYEE MUST PRESENT THIS FORM AT TIME OF ORDER

All

Prescription Industrial Eyewear Program
Employer Policies & Specifications

Organization Name: City of LaCrosse 400000000217
Address: 400 LaCrosse St
City, St, Zip: LaCrosse WI 54601-
Contact Name: Wendy Oestreich **Phone:** (608) 789-7595

Employee: _____
Department: _____ **Shift**_____
Authorized By: _____

Please Read Special Instructions:

Lenses must be polycarbonate if available.

$55 discount on complete pairs of DRESS eyewear for employee and family members. No other discounts apply.

NOTE: Employer uses 'Special Occupational Account' form for SCBA, DD Segs, and CRT orders.

Discount void if glasses are billed to insurance. Employer pays dispensing fee.

Also require second authorized signature by Supervisor:

_____

Circle correct code	Employer Pays	Employee Pays	Not Allowed
90061 SV 90062 Bi 90063 Tri, includes Basic Frame	☑ $	☐ $	
S0199 Progressive Lenses (add on to D28)	☐ $	☑ $	☐
90055 35/Exec/Double Segs	☐ $	☑ $	☐
90055 Photogray/ Transitions	☐	☑	☐
90055 #1 Tints (included in basic package)			☐
90055 #3 Tints	☐ $	☐ $	☑
90055 Super A/R Coat	☐ $	☑ $	☐
90057 U.V. Filter	☑ $	☐ $	☐
90057 Frame Upgrade	☐ $	☑ $	☐
90065 Exam Fee	☐ $	☑ $	
90056 Miscellaneous	$	$	
Other	$	$	
I will pay Total Employee amount today	Total Employer Pay	Total Employee Pay	Grand Total
Employee_____	$_____	$_____	$_____

Employer Pays to Cap Amount: ☐
Single Vision:
MultiFocal:
Payroll Deduct - Exam: ☐
Payroll Deduct - Employee Amoun ☐
Permanent Side Shields: ☐
Detachable Side Shields: ☑

Order Date:

Provider Location:

THE ABOVE PRICES COVER ONLY MATERIALS APPROVED BY ANSI Z87.1-1989 AND OSHA STANDARDS.
PRICES ARE NET - NO DISCOUNT. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

12/18/2015

Employer and/or Provider Office - please make copies of this completed form as needed.

GUNDERSEN HEALTH SYSTEM

EMPLOYEE MUST PRESENT THIS FORM AT TIME OF ORDER

Special Occupational Acct

Prescription Industrial Eyewear Program
Employer Policies & Specifications

Organization Name: City of LaCrosse 400000000448
Address: 400 La Crosse St
City, St, Zip: LaCrosse WI 54601-
Contact Name: Wendy Oestreich **Phone:** (608) 789-7595
Employee: _____
Department: _____ **Shift**_____
Authorized By: _____

Please Read Special Instructions:

Lenses must be polycarbonate if available.

$55 discount on complete pairs of DRESS eyewear for employee and family members. No other discounts apply.

Discount void if glasses are billed to insurance.

Employer pays dispensing fee.

NOTE: Employer use this form only for 'Special Occupational Account' for SCBA, DD Segs, and CRT orders.

Circle correct code	Employer Pays	Employee Pays	Not Allowed
90061 SV 90062 Bi 90063 Tri, includes Basic Frame	☑ $	☐ $	
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90055 #1 Tints (included in basic package)			☐
90055 #3 Tints	☐ $	☐ $	☑
90055 Super A/R Coat	☐ $	☑ $	☐
90057 U.V. Filter	☑ $	☐ $	☐
90057 Frame Upgrade	☐ $	☑ $	☐
90065 Exam Fee	☐ $	☑ $	
90056 Miscellaneous	$	$	
Other	$	$	
I will pay Total Employee amount today	Total Employer Pay	Total Employee Pay	Grand Total
Employee_____	$_____	$_____	$_____

Employer Pays to Cap Amount: ☐
Single Vision:
MultiFocal:
Payroll Deduct - Exam: ☐
Payroll Deduct - Employee Amoun ☐
Permanent Side Shields: ☐
Detachable Side Shields: ☐

Order Date:

Provider Location:

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12/18/2015

Employer and/or Provider Office - please make copies of this completed form as needed.