

# **GUNDERSEN HEALTH SYSTEM®**

## **Business Health Services Lutheran Hospital 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  
DER: 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 LUTHERAN MEDICAL CENTER, INC. ("Hospital") and LA CROSSE CITY OF ("Employer").

WHEREAS, the Hospital is a Wisconsin nonprofit service corporation with its principal offices at 1900 South Avenue, La Crosse, WI 54601 and

WHEREAS, the Hospital is a tertiary hospital that provides acute inpatient and outpatient medical treatment, as well as occupational health/education/training and other medical services, in a 19-county region in western Wisconsin, southeast Minnesota, and northeast Iowa; and

WHEREAS, the Hospital desires to provide Occupational Health / Education / Training 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 Hospital 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 Hospital and the Employer agree as follows:

### **I. DEFINITIONS.** For purposes of this Agreement:

- 1.1 "Agreement" means this Occupational Health / Education / Training and Preventive Service Agreement, together with the exhibit A and / or comments.
- 1.2 "Hospital" means Gundersen Lutheran Medical Center, Inc.
- 1.3 "Covered Services" means medically necessary and appropriate occupational health/education/training and preventive medicine services provided by the Hospital to the Employer and Eligible Employees, as further described in exhibit A and/or comments..
- 1.4 "Eligible Employees" means employees of the Employer who are designated as eligible for Covered Services from the Hospital.
- 1.5 "Employer" means LA CROSSE CITY OF
- 1.6 "Party" means either the Hospital or the Employer, depending upon the context in which such term is used. "Parties" means both the Hospital and the Employer.
- 1.7 "Reimbursement Rates" means the reimbursement rates described in exhibit A and/or comments..

**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 (1) of the Parties in accordance with paragraph VIII.

### **III. HOSPITAL'S OBLIGATIONS.** During the term of this Agreement, the Hospital 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 Hospital 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 Hospital'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 Hospital 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 Hospital. This Agreement may not be assigned by the Hospital 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 (4) 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

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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 Hospital and the amounts paid for such services. Such access shall be requested by such government entities in accordance with section 952.

### VII. INDEMNIFICATION.

- 7.1 The Hospital agrees to defend, indemnify and hold harmless <sup>City, it's officers, Directors and employees</sup> the Employer 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 Hospital and its physicians, employees, and agents pursuant to this Agreement.
- 7.2 ~~The Employer agrees to defend, indemnify and hold harmless the Hospital 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 Hospital shall not be required to provide the Employer or Eligible Employees with any further Covered Services;
- 8.5 The Employer shall pay the Hospital any and all amounts still owed for Covered Services within thirty (30) calendar days of receipt of the Hospital's final invoice; and
- 8.6 The Hospital'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 Hospital:

GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.  
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.

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### **EXHIBIT "A"**

#### **SERVICE**

Pre-work screen/On-site ergo 30 mins  
Pre-work screen/On-site ergo 60 mins  
Pre-work screen/On-site ergo 45 mins  
Add Pre-work screen/On-site ergo 15 mins

#### **PRICE**

\$ 66.00  
\$ 110.00  
\$ 99.00  
\$ 33.00

**END OF EXHIBIT "A"**

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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 LUTHERAN ADMINISTRATIVE SERVICES, INC.

LA CROSSE CITY OF

By:

*Bruce Friell*

Bruce Friell, Director  
Business Health Department

By:

*Wendy K Oestreich*

Print:

Wendy K. Oestreich

Title:

Director of Human Resources

Date:

JAN 01 2016

Date:

2-17-16