

**INSURANCE COVERAGE AGREEMENT
BY AND BETWEEN THE LA CROSSE MEDICAL HEALTH SCIENCE CONSORTIUM
AND
ITS PARTNERS IN USE OF THE HEALTH SCIENCE CENTER**

THIS INSURANCE COVERAGE AGREEMENT ("Agreement"), made effective as of [Click here to enter a date.](#) ("Effective Date"), is entered into by the La Crosse Medical Health Science Consortium, Inc. ("Consortium"), The District Board of Western Technical College ("Western"), the Board of Regents of the University of Wisconsin System d/b/a the University of Wisconsin-La Crosse ("UWL"), and Gundersen Lutheran Administrative Services, Inc. independently and as agent for Gundersen Clinic, Ltd. and Gundersen Lutheran Medical Center, Inc. (collectively "Gundersen").

PREAMBLES

WHEREAS, the La Crosse Medical Health Science Consortium is a private, 501(c)(3) nonprofit organization based in La Crosse, Wisconsin, consisting of seven partners: Western Technical College, Mayo Clinic Health System-Franciscan Healthcare, UW-La Crosse, Gundersen Lutheran Health System, Inc., Viterbo University, the School District of La Crosse, and the La Crosse County Health Department (collectively "Consortium Partners"),

WHEREAS, The Consortium has, since 2000, owned and operated the Health Science Center ("HSC"), a 155,000 sq. ft. building, located at 1300 Badger St. in La Crosse, Wisconsin,

WHEREAS, three Consortium partners—UWL, Western, and Gundersen— are considered "HSC Partners," because they occupy more than 5% of the assignable space in the HSC building,

WHEREAS, the HSC Partners now desire to outline, with greater specificity, how the Consortium and the HSC Partners wish to utilize and insure the HSC building and the property within it,

NOW THEREFORE, in consideration of the obligations contained herein, the parties agree as follows:

1. USE OF HSC SPACE AND RELATED FEES.

- a. Use of Space.** As of the Effective date of this Agreement, the HSC Partners use the HSC for academic instruction, specialized training, scientific research, academic departmental offices, and the Health Science Academy, a project of the School District of La Crosse. In addition, the Student Health Center for both UWL and Western are located in the HSC. Some spaces in the HSC are occupied exclusively by one HSC Partner, such as designated office space (these areas are "Exclusive Use Areas"). Some are shared by multiple HSC Partners, such as labs and classrooms (these areas are "Shared Areas"), while some areas are common spaces open to any HSC Partner as well as visitors ("Common Areas"). Use of Shared Areas is coordinated and tracked through the HSC's scheduling system.
- b. Methodology for Setting Rental Fees.** The total square footage of each HSC Partner's Exclusive and Shared Areas for each year is measured on December 31 and verified by that HSC Partner's HSC Management Group representatives; this total is used to determine the Partner's percent share of the HSC's annual operations budget for the coming fiscal year (Jul-Jun). The HSC Partners accept this methodology for setting annual budget shares for the use of space in the HSC.

- c. **Space Use Inventory.** Exhibit A shows a list of Exclusive Use Areas and Shared Areas utilized by the HSC Partners as of the Effective Date of this Agreement. The space inventory will be updated and a new Exhibit A will be appended to this Agreement annually. Periodic changes during the year will be noted in the minutes of Consortium board meetings and/or HSC Management Group meetings.

2. **INSURANCE.**

- a. **Consortium Insurance Policies.** The Consortium will maintain property and liability insurance covering the building structure at full replacement cost, as well as all Consortium-owned furnishings and equipment, basic furnishings provided by the Consortium to HSC Partners (such as basic office furniture), and liability for Common and Shared Areas, including grounds.
- b. **HSC Partner Policies.** Each HSC Partner acknowledges that the Consortium's property insurance policy only covers property that is owned or supplied by the Consortium. Each HSC Partner will therefore maintain property insurance covering all equipment, furnishings, and belongings within the HSC that it owns, and any improvements that it has made to its Exclusive Use Areas that are not structurally attached to the HSC building. Each HSC partner will also maintain liability insurance covering operations that occur within its Exclusive Use or Shared Areas. The HSC Partners' insurance policies will name the Consortium as well as each of the other HSC Partners as an additional insured, primary and non-contributory for liability caused in whole or in part by its use of the HSC building. Coverage shall be written with an admitted carrier with a rating of A- or better. 30 days' notice of cancellation shall be provided to all parties of this agreement should the policy cancel.

Notwithstanding the above, each party acknowledges that UWL is considered a unity within an agency of the State of Wisconsin by virtue of being part of the University of Wisconsin System. UWL therefore provides liability coverage for its employees and agents consistent with §§895.46(1) and 893.82(6) of the Wisconsin Statutes and property insurance coverage consistent with Chapters 20.865 and 16.865 of the Wisconsin Statutes. Employees, faculty, and other personnel of UWL who participate in the activities resulting from this Agreement are agents and employees, respectively, of the State of Wisconsin, and while participating in such activities, are acting within the scope of their agency or employment. The property and liability coverage provided by the State of Wisconsin under the aforementioned statutory provisions and chapters is self-funded and collectively provides funding for claims, demands, losses, and damages of every kind and description (including death), or damage to persons or property arising out of activities performed under this Agreement and founded upon or growing out of the negligent acts or omissions of any of the employees or agents of UWL while acting within the scope of their employment or agency where protection is afforded by the aforementioned Wisconsin statutory provisions and chapters. The parties additionally acknowledge that, because UWL is self-insured through a State of Wisconsin self-insurance program, UWL is unable under Wisconsin to name the other HSC Partners as an additional insured on its insurance coverage or to endorse its insurance as primary and non-contributory.

- c. **Indemnification.** To the maximum extent permitted by law each Party to this Agreement shall indemnify, defend, and hold harmless the other Parties hereto against any and all claims, judgments, damages, costs and expenses (including reasonable attorney's fees and costs) arising from the negligent operations, acts or omissions of the indemnifying party, its employees, agents, and representatives while engaged in activities within the scope of this Agreement.
3. **TERM.** This Agreement shall be effective as of the Effective Date first mentioned above and, unless otherwise terminated, shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") unless either party provides thirty (30) days prior written notice of termination to the other party prior to the expiration of the Initial Term or any Renewal Term.
4. **TERMINATION.** This Agreement is intended to be in place for each HSC Partner unless and until that HSC Partner ceases occupying greater than 5% of the HSC. This Agreement is intended to be in place for the Consortium until such time as it ceases operation or no longer shares insurance obligations in the HSC with any HSC Partners. Alternatively, the parties may agree, by written consent, to terminate the Agreement.
5. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law provisions. Any judicial or other 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.
6. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The remaining terms of the Agreement shall be interpreted so that the transaction contemplated hereby be consummated as originally contemplated to the greatest extent possible.
7. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, Notices are deemed to have been given upon personal delivery, delivery by overnight courier or, if mailed via certified or registered mail, at the expiration of the third (3rd) day after date of deposit in the U.S. Mail. Notices shall be sent to:

La Crosse Medical Health Science Consortium, Inc.:

ATTN: Catherine Kolkmeier
Executive Director

1300 Badger St. #3065
La Crosse WI 54601

Gundersen:

Gundersen Health System
ATTN: _____
1900 South Ave. Mail Stop _____
La Crosse, WI 54601

with Copy To:

Gundersen Health System
ATTN: Legal Department
1900 South Ave. BELL-04
La Crosse, WI 54601

Western Technical College:

ATTN: Wade Hackbarth, Vice President of Finance and Operations
400 7th Street North
La Crosse, WI 54601

University of Wisconsin-La Crosse:

ATTN: Robert J. Hetzel, Vice Chancellor for Administration & Finance
1725 State Street, 233 Graff Main Hall
La Crosse, WI 54601

8. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(Signature Page Follows)



4/30/2021

Dr. Robert J. Hetzel

Date

Board of Regents of the University of Wisconsin System d/b/a the University of Wisconsin-La Crosse

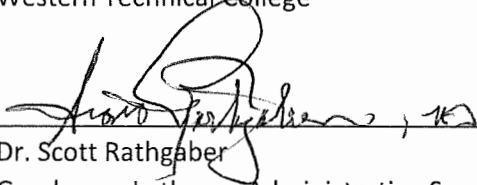


04/28/2021

Dr. Roger Stanford

Date

Western Technical College

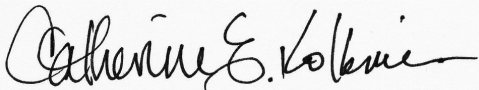


4/27/21

Dr. Scott Rathgaber

Date

Gundersen Lutheran Administrative Services, Inc.



4/30/2021

Catherine Kolkmeier

Date

La Crosse Medical Health Science Consortium, Inc.

EXHIBIT A

HSC PARTNERS' USE OF HSC SPACE - 2021

Exclusive Use Space	Party Utilizing Space	Square Footage

Shared Space	Parties Utilizing Space	Square Footage