

SCHOOL AFFILIATION AGREEMENT

This **SCHOOL AFFILIATION AGREEMENT** (the “Agreement”) is made and entered into as of the ___ day of _____, 2015 (the “Effective Date”), by and between **Aurora Health Care, Inc.** (“Aurora”) and **The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin - _____**, (“School”).

Recitals

WHEREAS, School provides courses of training in various health related fields and desires to place its students in a clinical program; and

WHEREAS, Aurora operates a variety of health care facilities and is willing to accept students of School as part of a clinical program for the Aurora facilities defined below subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration the adequacy and receipt of which are acknowledged, it is agreed as follows:

1. Clinical Program. School desires to participate in a clinical education program with Aurora pursuant to which School’s students will spend time at Aurora Facilities (defined below). On an annual basis, in advance, School will provide Aurora with a Program Memorandum detailing the proposed clinical education program prior to the students starting the clinical. A sample Program Memorandum is attached hereto as Exhibit A, (there may be refinements to such Program Memorandum as the effective date draws close in time). Any modifications to the Program Memorandum are subject to the prior review and written approval of Aurora. Once approved, the Program Memorandum as revised will be incorporated herein; provided that in the event of a conflict between any Program Memorandum and this Agreement, the terms of this Agreement shall control.

The Program Memorandum will set forth: (i) the number of students to be placed in the Aurora Facilities and the number at each Aurora Facility; (ii) the schedule of placement times at each Aurora Facility; (iii) the program content; and (iv) the rights of Aurora Facilities to review the program content. School shall also provide, before any placement occurs, a list of the participating students by name and level assigned to each Aurora Facility, and a list of any School personnel or employees to be placed as supervisors and/or instructors at each Aurora Facility. School shall be responsible to update such listings promptly following any changes therein.

2. Aurora's Participation. Aurora agrees to accept School's students at Aurora Health Care, Inc. facilities that are identified in approved Program Memoranda (the "Aurora Facilities").

3. Requirements for Students and School Personnel or Employees. All students accepted under the terms of this Agreement for placement at any Aurora Facility, and all School personnel or employees placed as supervisors and/or instructors who are on-site at any Aurora Facility, must:

- a. be certified in writing for participation by School;
- b. have successfully completed an orientation program of the Aurora Facility;
- c. agree to comply with any applicable rules regulations, policies and procedures concerning student conduct as may be adopted by Aurora or any Aurora Facility;
- d. have satisfied and passed any health screening or other health requirements imposed from time to time by Aurora or any Aurora Facility;
- e. have completed for him or her a criminal background check, the results of which have been presented to and approved by Aurora, meeting legal requirements and showing no adverse matter;
- f. agree to complete incident reports pursuant to any Aurora policy and agree to report any observed or known incident to the applicable Aurora Facility's department manager promptly; and
- g. for personnel or employees placed as supervisors and/or instructors at an Aurora Facility, be certified by School that they are appropriately qualified and licensed.

4. No Billing. School agrees not to render any bill to any patient or third party for any service provided hereunder. To the extent any billable service is provided hereunder, School and its personnel assign to Aurora fully all rights to bill any patient or third party payor (governmental or otherwise) for such service.

5. Further Agreements of the Parties.

A. School shall in no event place any student or other personnel or employees at any Aurora Facility or permit any student or personnel or employees to provide services for Aurora or any Aurora Facility who has been suspended or excluded from participation in any state or federally funded health care program, including without limitation, Medicare and Medicaid.

B. School and Aurora agree that there shall be no discrimination against any student or other personnel or employees placed at any Aurora Facility on the basis of the student's race, color, creed, religion, sex, gender identity, sexual orientation, national origin or disability in violation of any law applicable in such circumstance to School or Aurora.

C. The parties acknowledge their respective obligations governing the privacy and security of health information pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its implementing regulations ("the Privacy Rule"). School agrees that students and School personnel who participate in the program hereunder will not use or disclose Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, obtained in the course of the program for purposes other than those related to the program. Further, School shall require participating students and School personnel to agree not to use or disclose Protected Health Information obtained in the clinical setting for any non-clinical purposes, including teaching or educational purposes, unless the participant has written approval of Aurora. If written approval is given, participant must either (1) obtain an authorization, compliant with the Privacy Rule, from each patient whose Protected Health Information is sought to be used; (2) de-identify the Protected Health Information in accordance with the Privacy Rule; or (3) use a "limited data set" as defined in the Privacy Rule, and sign a Data Use Agreement with Aurora. The parties agree that if future modifications or clarifications are made to the Privacy Rule that necessitate amendments to this Agreement, the parties will make such amendments. For purposes of HIPAA only, students are, with respect to their interactions with patients/clients and their educational activities at Aurora, under the direct control of Aurora and are thus considered to be members of Aurora's "workforce," as that term is defined in 45 C.F.R. § 160.103.

D. All records of any service provided hereunder shall belong to Aurora or the applicable Aurora Facility.

E. School, its students and personnel shall not disclose to any third party or use (other than in fulfilling their duties under the program) any confidential or proprietary information of Aurora or its affiliates.

F. Aurora has the right to refuse, suspend or remove a student or any School personnel, including supervisors or instructors, from a clinical education program for any reason Aurora deems appropriate provided that Aurora shall subsequently notify School in writing of the reasons that the refusal, suspension or removal occurred.

6. Independent Contractors. It is acknowledged and agreed by the parties that School, its personnel, employees and students are "independent contractors" with respect to Aurora and the Aurora Facilities and that nothing in this Agreement is intended to nor shall be construed to create any employer/employee relationship or any relationship other than that of independent contractors. Aurora and Aurora Facilities shall in no event have any obligations to School, its personnel, employees or students, including payment of any compensation, any withholding, social security, or any other

employee-related obligations. School shall be solely responsible for the actions and omissions of its students, employees, faculty and other personnel and for any resulting damages.

7. Insurance.

A. School will indemnify their employees, officers, students and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency political subdivisions of the State of Wisconsin pursuant to ss 893.82 and 895.46.

B. Aurora agrees to maintain, during the term of this Agreement, Comprehensive General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each occurrence, with coverage to include, but not be limited to, personal and bodily injury, and broad form property damage liability. Aurora shall also maintain Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for its employees. Upon request, Aurora shall provide School with a certificate of insurance evidencing such insurance coverage.

8. Term and Termination. This Agreement shall remain effective for a term of one (1) year, commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year terms; provided either party may terminate this Agreement at any time by giving the other party not less than thirty (30) days prior written notice.

In the event a breach of any of the terms hereof which is not cured within twenty (20) days after written notice, either party may terminate this Agreement on written notice to the other party.

Notwithstanding any termination of this Agreement, the provisions of this Agreement insofar as applicable to any students who are enrolled in a clinical program on the date of termination shall be observed by both parties until the end of the clinical program then in effect for such students.

9. Miscellaneous.

A. Notice. Notice or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery, certified mail return receipt requested, or recognized overnight mail service and shall be addressed as follows:

if to Aurora, to: Aurora Health Care, Inc.
750 West Virginia Street
Milwaukee, WI 53204
Attn: General Counsel

if to School, to: _____

Attn: _____

Either party may change the address for notice by a notice given in conformance with this Section.

B. Entire Agreement. This is the entire agreement between the parties. No understanding not set forth herein as incorporated hereby shall have any force or effect. This Agreement supersedes all previous contracts relating to the subject matter described herein.

C. Governing Law; Venue, Proceedings. This Agreement and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the laws of the State of Wisconsin. The venue for any dispute hereunder shall be in the Wisconsin Circuit Court for Milwaukee County and no party shall bring or consent to an action in any other forum.

D. No Third Party Beneficiaries. This Agreement does not create any third party beneficiaries.

E. Assignment and Amendment. School may not assign this Agreement without Aurora's prior written consent. This Agreement may be amended during its term only by a writing signed by the parties hereto.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Aurora Health Care, Inc.

The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin - _____

By _____
Randall Lambrecht, Ph.D.
SVP Academic Affairs and Research

By _____
Name _____
Title _____

Exhibit A
PROGRAM MEMORANDUM

Aurora Health Care Inc. (“Aurora”) and
[School] (“School”)

1. School or Department Health Care Program _____
2. School Program Contact (Name, Phone, Email) _____
3. Aurora Facility _____
4. Aurora Program Contact (Name, Phone, Email) _____
5. Aurora caregiver hours to be devoted to student clinical experience _____
6. Number of Students. The number of student accepts will be mutually agreed upon by the Aurora Facilities (as defined in the School Affiliation Agreement between the parties) and School prior to the beginning of each semester/placement.
7. Requirements for Students. All students must complete pre-clinical documentation and comply with Aurora Facility requirements as defined by Aurora Health Care Inc. Currently, that information is listed on the Aurora student clinical placement website, www.aurora.org/students.
8. Schedule of Student Clinical Days and Times. The schedule for the clinical education program at each Aurora Facility will be provided **prior to the beginning of the semester/placement**. Such schedule shall include (a) a list of the participating students assigned to a particular Aurora Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Aurora Facility. The supervisor or instructor shall be available by phone during clinical hours. Please see sample schedule attached as Exhibit A.
9. Clinical Education Program Content. The clinical education program content (including required experiences or competencies) will be provided to designated Aurora Facility personnel prior to the beginning of the semester/placement as needed. Aurora Facility personnel have the right to review the clinical education content.
10. Amendment. This Program Memorandum may be amended by mutual agreement of the parties at such time new provisions or conditions exist.

The parties acknowledge and agree to this Program Memorandum as of the date set forth below.

Aurora

School

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

Exhibit A to Program Memorandum

Schedule

Student Name	Program	Placement Dates	Aurora Facility	School Personnel