

**AFFILIATION AGREEMENT
BETWEEN
CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC.
AND
BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM**

THIS AFFILIATION AGREEMENT ("Agreement") is between Children's Hospital and Health System, on behalf of each of its affiliates ("CHHS"), and The Board of Regents of the University of Wisconsin System ("University"), a non-profit educational and/or healthcare institution (CHHS and University collectively referred to as the "Parties"). This relationship is established for the purposes of education and clinical training of University's students. By this Agreement, CHHS retains responsibility for the care of its patients and University accepts responsibility for the clinical activities and clinical education of its students. To establish this educational relationship, the Parties agree to the following:

1. Program Agreement

Annually, the Parties shall mutually agree in writing to the University's proposed objectives for clinical placement of its students in one or more programs (each, a 'Program Agreement'). The Program Agreement sets forth the educational program objectives for the clinical experience of University's students at CHHS. University's clinical education program objectives will contain, at a minimum, the following:

- academic content and nature of anticipated clinical experience
- qualifications of its faculty and students as needed for the clinical experience
- anticipated schedule of the clinical experience and University's attendance policy
- the educational responsibilities of the University and CHHS pertinent to this Agreement

All fully executed Program Agreements are incorporated by reference and become a part of this Agreement.

2. Term and Termination

This Agreement shall be effective June 1, 2010 and shall continue in effect until terminated by either Party with ninety (90) days' written notice to the other Party. Each party reserves the right to immediately terminate this relationship with the other Party for the failure to comply with conditions set forth in this Agreement.

3. Responsibilities of University

University agrees that it shall:

- A. Be responsible for the educational program of its students assigned to CHHS, with the placement of students in accordance with a mutually agreed-upon schedule for clinical assignments;

- B. Provide its on-site faculty (if applicable) and students with training on the privacy of health information under the Privacy Regulation provisions of the Health Insurance Portability and Accountability Act ("HIPAA"); except that University is not responsible for training faculty and students regarding CHHS patient privacy policies;
- C. Require its on-site faculty (if applicable) and students to submit to CHHS evidence of compliance with CHHS health requirements, and all other documentation listed on Exhibit A to the Program Agreement;
- D. Require its on-site faculty (if applicable) and students to comply with the CHHS policy regarding Caregiver Background Checks and the legal requirements of Wisconsin Administrative Code, HFS Code Chapters 12 and 13;
- E. Require its on-site faculty (if applicable) and students to abide by all policies, rules and regulations of CHHS and/or its affiliates, as applicable, including, but not limited to, policies of conduct, confidentiality, infection control, and the handling of hazardous materials;
- F. Execute a CHHS Business Associate Agreement applicable to on-site faculty in connection with their activities under this Agreement, and require its on-site faculty (if applicable) and students to certify to CHHS their agreement to follow CHHS policies regarding patient privacy;
- G. Remove any student or faculty member from CHHS upon reasonable request. CHHS reserves the right to remove from CHHS premises any student deemed by CHHS to be unsafe to its patients, employees or others;
- H. Retain responsibility for the actions of its faculty and students while at CHHS; and
- I. To the greatest extent permissible under the state laws of University, obtain and maintain in full force and effect during the term of this Agreement comprehensive general liability and malpractice insurance, or equivalent self-insurance, covering its students, faculty, employees and agents against all liabilities arising from the activities contemplated by this Agreement, with limits, if permissible under the state laws of University, of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Upon the request of CHHS, the University shall provide CHHS with certificates of insurance evidencing such coverage within thirty (30) days of execution of this Agreement. University, itself or through its insurance carrier, shall provide CHHS with thirty (30) days prior written notice of any revocation or reduction in such coverage.

4. Responsibilities of CHHS

CHHS agrees that it shall:

- A. Allow the use of its clinical and educational facilities, including parking assignments as available, as mutually agreed upon by the parties;

- B. Maintain standards of patient care and institutional policies for quality patient care and optimum educational experience in a safe environment;
- C. Provide facilities, supplies and materials for the delivery of patient care by the University's students;
- D. Notify and inform on-site faculty and students of all CHHS policies, rules, and regulations, including policies regarding patient privacy, applicable to the clinical placements;
- E. Retain responsibility for the actions of its employees; and
- F. Provide or refer students to alternate outpatient treatment in case of accident or illness. However, under no circumstances shall CHHS bear the cost of any such treatment including, but not limited to, emergency room or outpatient treatment.

5. Responsibilities of Both Parties

In addition to the above, the Parties shall:

- A. To the greatest extent permitted under the state laws of University, University agrees to indemnify and hold harmless CHHS, its officers, directors, agents, employees, medical staff and representatives, from and against all costs, liabilities, damages and expenses (including reasonable attorney fees) arising from (i) a breach of any representation or warranty in this Affiliation Agreement or any Program Agreement, or (ii) its actions or omissions or the actions or omissions of its students, faculty, or employees, which cause any personal injury, bodily injury or property damage during the course of activities contemplated by this Agreement. CHHS agrees to indemnify and hold harmless University, its faculty and students, from and against all costs, liabilities, damages and expenses (including reasonable attorney fees) arising from (i) a breach of any representation or warranty in this Affiliation Agreement or in any Program Agreement, or (ii) its actions or omissions or the actions or omissions of its employees which cause any personal injury, bodily injury or property damage during the course of activities contemplated by this Agreement. Nothing in this Agreement shall be construed, as to third parties, as a waiver of the sovereign immunity of the University or the State of Wisconsin.
- B. Comply with, and University shall use best efforts to cause its faculty and students to comply with, all applicable federal and state laws, rules and regulations including, but not limited to, those regarding confidentiality of patient care records, the protection of human research subjects and the unlawful discrimination against any Party receiving services under this Agreement because of race, color, sex, national origin, age or handicap.
- C. Deliver notices required to be given under this Agreement in writing by hand delivery or United States Certified or Registered mail, postage prepaid, to the addresses below:

to CHHS at: Children's Hospital and Health System, Inc.
9000 West Wisconsin Avenue, P.O. Box 1997
Milwaukee, Wisconsin 53201
Attn: Cinthia S. Christensen, Vice President

to University at: Board of Regents of the University of Wisconsin System
780 Regent Street
Madison, Wisconsin 53708-8010
Attn: David Pulda

6. Authority

The persons executing and attesting to the provisions of this Agreement on behalf of CHHS and University, respectively, represent and warrant that they have full power, authority and right to execute this Agreement and that the execution of this Agreement by each such person is sufficient and legally binding on the respective party without the joinder or approval of any other person or party.

7. Assignment

This Agreement may not be assigned without the express written consent of both parties.

8. Governing Law

This Agreement shall be governed and construed under the laws of the State of Wisconsin. Any claim related to the subject matter of this Agreement shall be filed in Milwaukee, Wisconsin.

9. Integration

This Agreement and all agreements, attachments and exhibits referenced herein represent the entire agreement between the parties with respect to the subject matter hereof, superseding any prior agreements regarding the subject matter.

10. Amendment

This Agreement shall not be amended or modified in any way unless agreed to in writing and signed by both parties.

11. Waiver

No delay or failure by either party in exercising any right under this Agreement will constitute a waiver of that right or any future right.

12. Severability

If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any applicable law, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives that the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

Each party to this Agreement has caused its duly authorized representative to execute this Agreement on the date referenced below.

This Agreement is requested on behalf of CHHS and approved by:

Nancy K. Kohn
Title: VP Patient Care Services
(Director or Vice President, except for nursing students,
which shall be signed by the designee of the Vice
President-Patient Care Services)

CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC.

By: Cynthia S. Christensen
Cynthia S. Christensen
Vice President

Date: 9/2/10

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

By: Rebecca L. Martin

Title: Senior Vice President

Date: 7/26/10