AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
AND NORTH MEMORIAL HEALTH CARE
FOR THE CONDUCT OF A CLINICAL/FIELD EDUCATION PROGRAM

This agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin System (hereinafter referred to as "University") and North Memorial Health Care (hereinafter referred to as "Facility"). See Exhibit A for list of University campuses covered under this agreement. See Exhibit B for list of Facility sites covered under this agreement.

In consideration of the mutual benefits to the respective parties, any and all departments of the University wishing to enter into a clinical education program with the Facility, and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. To provide the Facility with a list of students who will be participating under the program and to update the listing periodically.

2. To determine that such students have adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude and behavior.

3. For faculty and students who provide direct care or interact with staff in patient areas, the University (or student) shall provide evidence of the following on request by the Facility:
   - rubella and rubeola immunity
   - negative tuberculin test (mantoux) within the last 12 months or if history of positive mantoux, a negative chest x-ray within the last 12 months. Should a student convert to a positive mantoux during their clinical experience, the school must immediately report test result to North Memorial Employee Health Service.
   - inoculation for tetanus within the last ten years.
   - Completed Hepatitis B series (or written declination).
   - history of chicken pox (varicella) after the student's first birthday, and
   - other medical information that is job related and consistent with business necessity. Such information includes, but is not limited to, information that Facility deems necessary to (1) protect against a direct threat to safety or health of the participant, patients, employees, or others, (2) determine whether the individual is able to perform the essential functions of the position or assignment, with or without reasonable accommodation, and (3) comply with applicable state or federal law.

4. To inform students of the requirement to complete the documents for a Minnesota criminal background check in accordance with applicable Minnesota law and regulations requiring a criminal background check of individuals who have direct contact with patients. "Direct contact" means providing face to face care, training, supervision, counseling, consultation, or mediation assistance to patients. The University and Facility mutually agree that a student or faculty member will not be placed at the Facility for clinical experience if his/her background study documents ineligibility to have direct contact with the Facility’s patients or residents under applicable law or regulations.

5. That students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA training, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.
THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program which is submitted by a school, or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal.

2. To satisfy the provisions contained in the Code of Federal Regulations, 45 CFR 46, existing for the protection of human subjects, (to the extent that such regulations are applicable) to the respective program involved.

3. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate fieldwork coordinator of a particular University school or college.

4. To arrange for emergency medical care for students in case of accident or illness, but the student is responsible for costs involved, follow-up care and/or hospitalization. With regards to infectious disease exposure, the Facility shall provide initial care and baseline lab work for the student/faculty and patient/source of exposure information for students and faculty who report an "exposure incident." For purposes of this paragraph; an "exposure incident" shall include a specific eye, mouth or other mucous membrane, non-intact skin or parenteral contact with blood or other potentially infectious material that occurs at the Facility during the clinical experience program.

5. The Facility’s Human Resources Department will be responsible for performing a criminal background check at student expense.

6. The Facility will orient students and faculty to Facility’s policies and regulations.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. That both entities are Equal Employment Opportunity/Affirmative Action organizations committed to providing full employment opportunity without regard to race, religion, color, creed, national origin, sex, age, marital status, and sexual orientation, status with regard to public assistance, veteran status, or status as a qualified individual with a disability/qualified disabled person.

2. The University shall furnish students professional liability coverage in the minimum amount of $1,000,000 each claim/$3,000,000 annual aggregate.

3. The parties mutually agree that each will remain responsible for its own liabilities, damages, charges, and expenses and neither shall by this agreement transfer liability to the other.

4. Students herein described are not employees of Facility or University and therefore, for purposes of the duties performed under this agreement, neither the Facility, nor University is responsible for any worker's compensation claim brought by students. Faculty herein described are not employees of Facility and, therefore, for purposes of the duties performed under this agreement, the Facility is not responsible for any worker's compensation claims brought by University's faculty.

5. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

6. In any situation in which the student's behavior and/or performance of assigned duties shall adversely affect the best interest of the Facility, or clients of the Facility, the Facility may take immediate corrective action, which may include, but not be limited to, removal of the student from the Facility. The Facility shall use its best efforts to notify and consult with the University prior to any corrective action being taken. In any event, the
University supervisor shall be notified as soon as possible of the action taken and a representative of the University and the Facility shall cooperatively determine the continuing status of the student in the placement.

7. To comply with the Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI") as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party and its agents or representatives will not use or disclose the PHI other than as permitted or required by this agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors, or consultants.

8. Supervision of the students on site at the Facility shall be negotiated prior to each clinical rotation.

9. Notwithstanding anything herein to the contrary, or appearing to be to the contrary, the Facility and the University retains their own separate responsibility for compliance with the ADA and all laws and regulations, and neither assumes responsibility or liability for the other’s compliance or non-compliance therewith. If accommodations are needed by a faculty member or student, the Facility will provide reasonable accommodations that would normally be provided for a Facility employee. Any accommodations needed by a student or faculty member above what the Facility would reasonably provide for a Facility employee must be negotiated.

10. Facility reserves the right to suspend student clinical experiences in the event of extenuating circumstances, e.g., a work stoppage. Should this occur, Facility may be unable to provide clinical experience to every student. In any event, the University Coordinator shall be notified as soon as possible. The University and Facility will cooperatively determine an alternate plan for affected students if necessary.

TERM OF AGREEMENT:

This agreement shall be for a term of five years, commencing November 1, 2013 and ending November 2, 2018. It may be terminated solely by written notice, thirty (30) days in advance, by either party to the designated agent at the following addresses:

University of Wisconsin System Administration
Office of Risk Management
780 Regent Street
Madison, WI 53715

Germaine Edinger
Director of Professional Practice
3300 Oakdale Avenue North
Robbinsdale, MN 55422-2900

Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

Program Memoranda provide mutual agreement between the University and Facility to accept identified student(s) for clinical externship/practicum experience within a specified timeframe. Program Memoranda contain program-specific details and expectations for the clinical externship/practicum experience. Program Memoranda are signed at a clinic or department-level at the Facility and at the respective school or college within the University. Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement.

All such Program Memoranda must be approved by the respective school or college within the University. Such Memoranda shall be effective for a period of one year.

Program Memoranda are subject to the Agreement for the Conduct of a Clinical/Field Education Program executed between The Board of Regents of the University of Wisconsin System and North Memorial Health Care. Any terms
in the Program Memoranda that conflict with the Agreement for the Conduct of a Clinical/Field Education Program shall be void.

FOR BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM:

[Signature]
Mark A. Nook
Senior Vice President for Academic and Student Affairs
October 30, 2013
Date of Signature

FOR NORTH MEMORIAL HEALTH CARE:

[Signature]
Tracy Kirby
Vice President, Patient Care
10-31-13
Date of Signature

[Signature]
Germaine Edinger
Director, Professional Practice
11/4/13
Date of Signature
### FOUR YEAR CAMPUSES

<table>
<thead>
<tr>
<th>University</th>
<th>Address</th>
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<tbody>
<tr>
<td>UW-EAU CLAIRE</td>
<td>105 Garfield Ave. P.O. Box 4004 Eau Claire, WI 54701-4004</td>
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<tr>
<td>UW-PLATTEVILLE</td>
<td>One University Plaza Ullsvik Center, Suite 2300 Platteville, WI 53818-3099</td>
</tr>
<tr>
<td>UW-GREEN BAY</td>
<td>2420 Nicolet Drive Green Bay, WI 54311-7001</td>
</tr>
<tr>
<td>UW-RIVER FALLS</td>
<td>410 S. Third Street River Falls, WI 54022</td>
</tr>
<tr>
<td>UW-LA CROSSE</td>
<td>855 East Ave. North La Crosse, WI 54601</td>
</tr>
<tr>
<td>UW-STEVENS POINT</td>
<td>101 George Stien Bldg. Stevens Point, WI 54481-3897</td>
</tr>
<tr>
<td>UW-MADISON</td>
<td>30 E Campus Mall Madison, WI 53715-2609</td>
</tr>
<tr>
<td>UW-STOUT</td>
<td>UW-Stout 817 S. Broadway Menomonie, WI 54751</td>
</tr>
<tr>
<td>UW-MILWAUKEE</td>
<td>Engelmann Hall Rm. 270 Milwaukee, WI 53201-0413</td>
</tr>
<tr>
<td>UW-SUPERIOR</td>
<td>Belknap &amp; Catlin P.O. Box 2000 Superior, WI 54880</td>
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<tr>
<td>UW-OSHKOSH</td>
<td>Dempsey Hall 800 Algoma Blvd. Oshkosh, WI 54901-8620</td>
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<tr>
<td>UW-WHITEWATER</td>
<td>Hyer Hall Rm. 332 800 W. Main Street Whitewater, WI 53190-1790</td>
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<tr>
<td>UW-PARKSIDE</td>
<td>Tallent Hall Rm. 188 P.O. Box 2000 Kenosha, WI 53141-2000</td>
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**UNIVERSITY OF WISCONSIN**

**TWO-YEAR COLLEGE CAMPUSES**

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<tr>
<th>UW-BARABOO/SAUK COUNTY</th>
<th>UW-MARSHFIELD/WOOD COUNTY</th>
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<tr>
<td>1006 Connie Road</td>
<td>2000 West 5th Street</td>
</tr>
<tr>
<td>P.O. Box 320</td>
<td>P.O. Box 150</td>
</tr>
<tr>
<td>Baraboo, WI 53913</td>
<td>Marshfield, WI 54449-0150</td>
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<tr>
<td>1800 College Drive</td>
<td>1200 Hwy. 14 West</td>
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<tr>
<td>Rice Lake, WI 54868</td>
<td>Richland Center, WI 53581-1399</td>
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<th>UW-FOND DU LAC</th>
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<td>400 Campus Drive</td>
<td>2909 Kellogg Avenue</td>
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<tr>
<td>Fond du Lac, WI 54935-2998</td>
<td>Janesville, WI 53546-5699</td>
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<tr>
<th>UW-FOX VALLEY</th>
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<tr>
<td>1478 Midway Road</td>
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<tr>
<td>Menasha, WI 54952-1297</td>
<td>Sheboygan, WI 53081-4789</td>
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<th>UW-MANITOWOC COUNTY</th>
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<tbody>
<tr>
<td>705 Viebahn Street</td>
<td>400 University Drive</td>
</tr>
<tr>
<td>Manitowoc, WI 54220</td>
<td>West Bend, WI 53095</td>
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<tr>
<th>UW-MARATHON COUNTY</th>
<th>UW-WAUKESHA</th>
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<tr>
<td>518 South 7th Ave.</td>
<td>1500 University Drive</td>
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<tr>
<td>Wausau, WI 54401</td>
<td>Waukesha, WI 53188-2799</td>
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<tr>
<th>UW-MARINETTE</th>
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<tr>
<td>750 W. Bay Shore</td>
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<tr>
<td>Marinette, WI 54143</td>
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Exhibit B
Facility Sites covered under this Agreement

**Hospitals:**
North Memorial Medical Center
3300 Oakdale Avenue North
Robbinsdale, MN 55422

**Outpatient Centers:**
North Memorial Home Health & Hospice
3500 France Avenue North
Robbinsdale, MN 55422

North Memorial Residential Hospice
4201 58th Avenue North
Brooklyn Center, MN 55429

North Memorial Education Center
3500 France Avenue
Robbinsdale, MN 55422

North Memorial Outpatient Center
3435 West Broadway
Robbinsdale, MN 55422

North Memorial Ambulance Service Administration
4501 68th Avenue North
Brooklyn Center, MN 55429

**Clinics – Primary Care Clinics:**
North Memorial Clinic Arbor Lakes
Arbor Lakes Medical Building
12000 Elm Creek Blvd – Suite 130
Maple Grove, MN 55369-7073

North Memorial Clinic - Brooklyn Center
5415 Brooklyn Blvd.
Brooklyn Center, MN 55429-3359

North Memorial Clinic - Brooklyn Park
8559 Edinbrook Parkway – Suite 100
Brooklyn Park, MN 55443-3728

North Memorial Clinic - Camden
4209 Webber Parkway
Minneapolis, MN 55412

North Memorial Clinic - Elk River
800 Freeport Ave NW – Suite 100
Elk River, MN 55330-2730

North Memorial Clinic - Golden Valley
8301 Golden Valley Road – Suite 100
Golden Valley, MN 55427-4469
North Memorial Clinic – Maple Grove  
9855 Hospital Drive – Suite 102B  
Maple Grove, MN  55369  

North Memorial Clinic - Northeast  
327 Central Avenue SE  
Minneapolis, MN  55414-1129  

North Memorial Clinic – Plymouth City Center  
15535 34th Ave N  
Plymouth, MN  55447  

North Memorial Clinic - Ridgedale  
2000 Plymouth Rd. #100  
Minnetonka, MN  55305-2334  

North Memorial Clinic – Rockford Road  
9750 Rockford Rd.  
Plymouth, MN  55442-2811  

North Memorial Clinic - Silver Lake Clinic – Blaine  
1420 109th Avenue NE – Suite 100  
Blaine, MN  55449-3602  

North Memorial Clinic - Silver Lake Clinic – St. Anthony  
2600 39th Avenue NE  
St. Anthony, MN  55421-4372  

**Urgent Cares:**  
North Memorial Urgent Care - Maple Grove  
9855 Hospital Drive – Suite 102A  
Maple Grove, MN  55369  

North Memorial Urgent Care - Roseville  
1955 County Road B2  
Roseville, MN  55113  

**Specialty Clinics:**  
North Memorial Heart and Vascular Institute  
3300 Oakdale Avenue North  
Robbinsdale, MN  55422  

North Memorial Speech Therapy/Occupational Therapy/Physical Therapy Clinic  
12000 Elm Creek Boulevard  
Maple Grove, MN  55369  

North Memorial Women’s Heart Clinic  
West Health  
2855 Campus Drive – Suite 550  
Plymouth, MN  55441