Student Agreement

This Student Agreement ("Agreement") shall be effective on the date of last signature set forth below ("Effective Date"), by and between the Board of Regents of University of Wisconsin System and each of its institutions or operating units (hereinafter referred to as "**PROGRAM**"), and Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America, on behalf of certain subsidiaries and affiliates (collectively, "**FMCNA**").

IT IS AGREED by **PROGRAM** and **FMCNA** as follows:

WHEREAS, **PROGRAM** is an educational organization of higher learning which offers enrolled students the programs identified on Exhibit A (collectively, the "Program Offering"); and

WHEREAS, as part of their Program Offerings, **PROGRAM** seeks to provide qualified students in the Program Offering (each a "Student" and collectively, "Students") with opportunities for observation and training in a clinical setting; and

WHEREAS, **FMCNA** owns, operates and/or manages outpatient hemodialysis facilities at locations throughout the United States (each a "Facility" and collectively, the "Facilities"); and

WHEREAS, the Facilities are willing to provide a voluntary clinical education opportunity (the "Clinical Placement") for the Students subject to the approvals set forth in Section 2(a) and so long as such placement does not interfere with the Facilities' obligations to their patients and does not reduce working hours for or displace any **FMCNA** employees; and

WHEREAS, FMCNA has no financial ownership of or in PROGRAM; and

WHEREAS, the parties desire to establish their respective rights, responsibilities, and obligations related to the Clinical Placement of Students at a Facility;

NOW THEREFORE, IT IS AGREED by PROGRAM and FMCNA as follows:

- 1. **PROGRAM** reserves to itself and will perform the functions of an institution of higher learning and the administrative and Program Offerings function normally associated with such an institution, generally. Incident to this Agreement, **PROGRAM** shall agree to or perform the following:
 - a. Assure that Students have been oriented to expected outcomes of the Clinical Placement.
 - b. Provide classroom theory and practical instruction to Students and ensure that all Students have successfully completed appropriate education and training prior to their Clinical Placements at a Facility. FMCNA will determine and implement what orientation training modules will be required of a Student prior to that Student working with patients, based on what education and training has been imparted to the Student by **PROGRAM**.

- c. Cooperate with **FMCNA** to assure that Students understand that they are obligated to abide by the administrative and clinical policies, procedures, standards and practices of **FMCNA**.
- d. Take final responsibility for the content and general implementation of all program offerings at **PROGRAM**.
- e. Furnish FMCNA with evidence, records, and/or documentation regarding each Student's completion of appropriate health examinations, training, certifications, and education as described on Exhibit B, subject, however, to compliance with all applicable statutes, rules, laws and regulations respecting the maintenance and release of records and or information derived from such records. Such evidence, records, and/or documentation as described on Exhibit B shall be furnished by PROGRAM to FMCNA prior to a Student's participation in a Clinical Placement at a Facility. PROGRAM shall retain the necessary documentation to verify compliance with this provision and will present evidence to FMCNA upon request.
- f. Arrange for meetings of **PROGRAM** and **FMCNA** staff as may be requested.
- g. Maintain in full force and effect, during the existence of this Agreement, comprehensive general liability insurance and specified medical professional liability insurance coverage for all Students in a Clinical Placement at a Facility, including coverage for any acts of negligence of its Students, faculty, officers, or employees with respect to any liability arising out of their participation in the Program Offering or a Clinical Placement in amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate per year. Upon request, **PROGRAM** shall submit proof of such insurance to **FMCNA**.
- h. To the extent permitted by applicable law, defend, indemnify and hold FMCNA and its past, present and future subsidiaries, divisions, departments, successor, assigns, officers, directors, agents, medical directors, employees, insurers, representatives and stockholders, harmless from and against any and all liability, claims, actions, causes of action, lawsuits or damages (collectively, "Losses") caused or arising out of the act(s) and/or omission(s) of PROGRAM, its agents, its employees and Students incident to its/their participation in the Program Offering and/or Clinical Placement.

To the extent permitted by applicable law, defend, indemnify and hold FMCNA and its past, present and future subsidiaries, divisions, departments, successors, assigns, officers, directors, agents, medical directors, employees, representatives and stockholders, harmless from and against any and all Losses caused or arising directly or indirectly from the classification of Students treatment under this Agreement as neither employees nor independent contractors of FMCNA

i. Each participating Student shall carry mandatory health insurance coverage under the **PROGRAM's** health insurance program (if available) or show proof of enrollment in a comparable accident and sickness health insurance plan. No Student shall be eligible to participate in any group health insurance plan sponsored by **FMCNA**.

2. **FMCNA** shall agree to or perform the following:

a.

- a.1 Provide a Clinical Placement to each qualified Student, at a Facility as mutually agreed upon by FMCNA, PROGRAM, and the Student, which has been approved by the Regional Vice President, Medical Director, and the Governing Body of the Facility prior to a Student being assigned a Clinical Placement at the Facility.
- a.2 PROGRAM and FMCNA will mutually agree upon the days and hours that the Student will participate in the Clinical Placement at the Facility.
- b. Allow **PROGRAM** faculty to visit and observe Students participating in a Clinical Placement at the Facilities.
- c. Make a FMCNA staff member available as a resource person in accordance with the plan schedule approved by both PROGRAM and FMCNA.
- d. Allow Students, at **FMCNA's** discretion, to perform only those tasks commensurate with their level of education and experience and/or appropriate to provide for the safety and welfare of patients, Students and the employees of the Facility.
- e. As reasonably requested by **PROGRAM**, complete evaluation reports or similar written assessments of each Student's performance which shall be supplied by **PROGRAM**. The requirements of such evaluation reports may be dictated by an accreditation organization applicable to **PROGRAM**.
- f. Provide its own method of identification for each Student participating in a Clinical Placement. **PROGRAM** will inform its Students that each Student will be required to conform to **FMCNA's** policies and procedures on safety, dress, conduct and health.
- g. Supervise activities of the Student while on the premises of the Facility and orient Students to appropriate rules, policies, regulations and procedures of the Facility.
- h. Obtain patient consent prior to allowing a Student access to a patient's medical record, and obtain patient consent prior to allowing a Student to participate in the patient's care and treatment plan.
- i. Maintain in full force and effect, during the existence of this Agreement, comprehensive general liability insurance, including personal injury, liability, and property damage liability coverage (including contractual liability insurance for any indemnification obligations under this Agreement) in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year

- j. Make placements of Students at a Facility without discrimination on the basis of race, sex, age, national origin, disability, genetics, pregnancy, or other protected categories under applicable laws.
- k. Notwithstanding anything to the contrary in this Agreement, it is understood that scheduling changes (including to clinical assignments at a Facility) may be necessary during an academic term. **FMCNA** agrees to work with **PROGRAM** in making any scheduling changes that may become necessary.
- 1. No remuneration is to be made to **FMCNA** for its participation in Program Offering or for the use of its Facilities for Clinical Placements.
- m. At FMCNA's discretion, provide survey forms to Students during the course of their Clinical Placement in order for the Students to evaluate their experience in the Clinical Placement at the Facility.

3. **PROGRAM** and **FMCNA** further agree:

- Students shall not be deemed to be employees or contractors of FMCNA or the a. Facilities for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose because of their participation in the Program Offering or Clinical Placement, nor shall they be entitled to any of the rights or responsibilities afforded to employees under local, state or federal law. Students shall not be eligible for any fringe benefits, workers compensation or unemployment compensation provided by FMCNA or the Facilities. Each Student is placed with a Facility to receive clinical experience and/or credit as a part of his or her academic curriculum, as well as in fulfillment of academic requirements under supervision; those duties performed by a Student are not performed as an employee, but in fulfillment of these academic requirements under supervision. At no time shall a Student replace or substitute for any employee of FMCNA. No Student shall have any expectation of employment by FMCNA during or after the completion of the Program Offering and PROGRAM shall not suggest or imply to the contrary to the Student. This provision shall not be deemed to prohibit the employment of any such Student by FMCNA under a separate employment agreement upon completion of the Program Offering.
- b. Students participating in a Clinical Placement under this Agreement shall be limited to those individuals who are enrolled in the Program Offering. A description of the types of activities permitted to be undertaken by Students is set forth on Exhibit C, attached hereto and incorporated herein by reference. Students will be supervised at all times by appropriate personnel, as described on Exhibit D.
- c. All Students participating in a Clinical Placement under this Agreement shall attend orientation sessions and complete training in accordance with FMCNA's policies and procedures. An individual Student's failure to complete such compliance training, required orientation, or other orientation/training sessions deemed necessary by FMCNA within a time prescribed by FMCNA may result in that Student's removal from a Clinical Placement.

- d. Pre-Engagement Screening: All Students participating in a Clinical Placement under this Agreement will be required to undergo all standard pre-engagement screening in accordance with the Pre-Screening Requirements (as defined in the next subsection), including, without limitation, drug screening, background checks and/or certain governmental checks, as a condition of their placement for clinical observation and trainings hereunder. FMCNA's general requirements for preengagement screening, which may be modified or supplemented with respect to certain categories of Students from time to time, are set forth in the applicable policies regarding students or interns. Pre-Engagement Screening will be performed by FMCNA, at its cost and expense (unless otherwise provided in any applicable statement regarding students). No Student may begin performing clinical observation and training until such Student has successfully completed all required checks. Students will also be required to sign individual statements regarding confidentiality, non-solicitation and other matters, in accordance with FMCNA's standard policies for students.
- e. <u>Pre-Screening Requirements (as referenced by the previous subsection):</u>
 - (i). Multi-County Background Check Requirements:
 - OIG/GSA Exclusion now FACIS includes alias search (Level 3)
 - Credential Verification if applicable
 - Education Verification if applicable
 - Background checks (last seven (7) years)
 - Global Sanction (FBI List)
 - County Felony Including Misdemeanor
 - National Criminal File
 - Social Security Verification
 - National Sex Offender Registry
 - Any other state-specific background checks or verifications required by applicable state law
 - (ii). Ten (10) Drug Panel Test:
 - Cocaine
 - Opiates
 - Amphetamines
 - Barbiturates
 - Methaqualone
 - Methadone
 - Benzodiazepines
 - Phencyclidine
 - Propoxyphene
 - Marijuana
- f. All records, files and other documentation concerning patients or business operations of **FMCNA** shall be kept confidential and remain the sole property of **FMCNA**. Each Student shall be required to execute a non-disclosure form, attached as <u>Exhibit E</u>, prior to the commencement of a Clinical Placement at a Facility, as a condition of participation under this Agreement.

- g. To protect any educational records of Students in accordance with applicable laws, including but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. To the extent permitted by law, the Parties may share information from Student's educational records with each other so that each can perform its respective responsibilities under this Agreement.
- h. Students must identify themselves as students in interactions with patients, family members, and **FMCNA** staff.
- i. **FMCNA** may refuse to accept into the Clinical Placement any Student or faculty who was previously discharged from employment with **FMCNA** or its affiliates or would not otherwise be acceptable to **FMCNA** provided, however, that it shall notify **PROGRAM** in writing of its refusal to accept the student or faculty and the specific basis therefore.
- j. PROGRAM shall instruct its Students on the importance of and their responsibility for respecting the confidential and privileged nature of all information which may come to their attention about patients and records of FMCNA and the Facilities. The instruction shall include content related to the Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"). PROGRAM shall direct its Students to comply with FMCNA's policies and procedures governing the use and disclosure of individually identifiable health information under HIPAA. Solely for the purpose of defining the Students' role in relation to the use and disclosure of FMCNA's protected health information, the Students are considered members of FMCNA's workforce, as that term is defined under HIPAA, when engaged in activities pursuant to this Agreement. In addition, PROGRAM agrees that a Student's breach of FMCNA's policies concerning confidentiality shall be grounds for Student discipline by the PROGRAM, including removal from the Facilities.
- k. Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to, anti-discrimination laws, which may be applicable to their respective activities under this program. Students shall observe all state and federal laws and regulations in their relationship with **FMCNA** and **PROGRAM**.
- 1. That each party shall notify the other of any incident or claim it may reasonably anticipate to develop into a legal action as soon as possible, if such incident or claim pertains to this Agreement. Notice will be provided forthwith in the event that such a claim, lawsuit or other legal or administrative proceeding is commenced incident to which indemnification may be sought from the other party as set forth in this Agreement.
- m. Both FMCNA and the PROGRAM reserve the right to affiliate with other institutions and to place and/or accept, students in or from other college or learning institution programs. FMCNA shall retain the right to demand, at any time, the removal of a Student from the Clinical Placement portion of the Program Offering for any violation of FMCNA's policies and/or procedures and/or regulations, lack

of qualification, health or other legitimate, lawful reasons. To the extent practicable, such action will be preceded by consultation between the appropriate personnel at **PROGRAM** and **FMCNA**. **PROGRAM** reserves the right, at any time, to remove a Student from the Program Offering for any violation of **PROGRAM's** policy and/or procedure and/or student regulations, unsatisfactory academic performance, lack of qualifications, health, or other legitimate and lawful reasons.

- n. Notwithstanding anything else contained in this Agreement, **PROGRAM** agrees that **FMCNA** shall have the ultimate authority to approve any and all aspects of its involvement in the Clinical Placement as described in this Agreement. Furthermore, **PROGRAM** agrees that **FMCNA** has the ultimate authority over the Facilities and their grounds.
- p. Neither party shall be an agent, joint venturer or partner with the other or use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.
- q. To comply with the following:
 - i. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, FMCNA upholds the values of integrity and lawful conduct, especially with regard to anti-bribery and anti-corruption. FMCNA upholds these values in its own operations, as well as in its relationships with business partners. FMCNA's continued success and reputation depends on a common commitment to act accordingly. Together with FMCNA, PROGRAM is committed to uphold these fundamental values by adherence to applicable laws and regulations.
 - ii. The Parties confirm that the selection of **PROGRAM** is based on **PROGRAM**'s knowledge, and qualification as an educational organization of higher learning, and that the signing of this Agreement is not implicitly or explicitly linked to any past, present or future agreement to purchase, lease, recommend, prescribe, use, supply or procure **FMCNA**'s products or services or being used to reward past purchases, uses, orders, recommendations or referrals, and that there is no such expectation thereof. Furthermore, **PROGRAM** represents that she/he/it has no relationship to any third parties that would constitute a conflict of interest or that would otherwise prevent **PROGRAM** from concluding this Agreement except to the extent disclosed to and approved by **FMCNA** in writing prior to the date hereof.
 - iii. **PROGRAM** represents that she/he/it shall be in compliance with all applicable laws and regulations, professional codes, industry standards, and applicable company policies, when performing under the terms of this Agreement. **PROGRAM** agrees that it will not undertake any activities which will result in a violation of any

applicable laws, regulations, and applicable industry and professional codes, including but not limited to applicable and extraterritorial antibribery and anti-corruption laws such as the U.S. Foreign Corrupt Practices Act (collectively "Prohibited Conduct") in connection with the provision of services by **PROGRAM** to **FMCNA** for or on **FMCNA**'s behalf.

- iv. **PROGRAM** agrees to take all appropriate steps to ensure full adherence to all applicable transparency and disclosure requirements with respect to the signing of this Agreement, fully disclosing the purpose and scope of the interaction as required to any employer, professional body, institution, government agency or otherwise locally designated competent authority. Furthermore, **PROGRAM** shall, to the extent required by applicable disclosure obligations, disclose the existence and purpose of this Agreement in any written materials and verbal presentations.
- v. **PROGRAM** agrees that if it becomes aware or has reason to suspect that any person or legal entity acting on **PROGRAM**'s and/or **FMCNA**'s behalf has engaged directly or indirectly in any Prohibited Conduct related to the Agreement, then, subject to the internal policies of **PROGRAM**, **PROGRAM** will immediately report such knowledge or suspicion to the FMCNA Compliance Department through the following weblink, www.compliance-helpline-fmcna.com, or by calling (800) 362-6990.
- vi. Notwithstanding anything else in this Agreement or any other right **FMCNA** may have, a breach of any of the provisions included in this section by **PROGRAM** shall give **FMCNA** the right to immediately terminate this Agreement for cause.

4. General Provisions.

- a. This Agreement shall be reviewed by **PROGRAM** and **FMCNA** upon request of either party but shall be subject to change only by the mutual consent of the parties; any such change(s) shall become part of this Agreement only after being placed in writing and signed by both parties.
- b. The parties do not intend, and this Agreement shall not be construed to create, any direct or indirect rights and/or benefits to any third party whatsoever.
- c. One or more waivers of any term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of any term or condition. No breach of a term or condition of this Agreement by either party shall be waived by the other unless such waiver is in writing.

- d. This instrument, together with all addendums and exhibits hereto, constitutes the entire Agreement between the parties and all prior discussions, agreements and understandings, oral or in writing, are hereby merged into this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- e. In the event there is a change in federal, state or local law, whether by statute, regulation, agency interpretation or judicial decision that, in the reasonable opinion of the counsel of either party, renders any of the material terms of this agreement unlawful or unenforceable, then the applicable terms of this agreement shall be subject to renegotiation upon written notice to the other party in order to remedy such condition and conform the Agreement to the requirements of the law.
- f. Neither party shall assign this Agreement in whole or in part without the written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that FMCNA may assign this Agreement without the consent of PROGRAM to an entity that acquires all or substantially all of the stock or assets of FMCNA or to a successor by operation of law. Subject to this paragraph, this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.
- h. The individuals signing this Agreement (which shall include any other addendums here to) warrant and certify by their signatures that this Agreement has been duly approved and that they are authorized to sign this Agreement and all addendums comprising this agreement on behalf of the respective party.
- i. The term of this Agreement shall be for two (2) years beginning on the Effective Date of this Agreement. Thereafter, this Agreement shall renew automatically for one (1) year periods unless either party provides written notice to the other party at least thirty (30) days before the end of the then current period, or the Agreement is terminated sooner as provided herein. This Agreement may be terminated by either party, with or without cause or penalty, upon thirty (30) days prior written notice to the other party.
- j. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original, all of which together shall constitute only one (1) Agreement.
- k. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without respect to its conflicts of laws rules.

Any notices or other communication permitted or required by this Agreement shall be in writing and shall be delivered to the other party at the address set forth below:

If to **PROGRAM**:

If to **FMCNA**:

1220 Linden Drive Madison, Wisconsin 53706 Fresenius Medical Care North America 920 Winter Street Waltham, MA 02451 Attn: Law Department

[signatures appear on the following page]

PROGRAM: FMCNA:

UNIVERSITY OF WISCONSIN FRESENIUS MEDICAL CARE

HOLDINGS, INC.

By: By:

Print Name: Johannes J. Britz Print Name: Bryan Mello

Title: Interim Senior Vice President, Office of Academic and Student Affairs

Assistant Treasurer

Date: Date: 1/23/2023

EXHIBIT A

Education Programs

A program in Social Work leading to a masters degree

EXHIBIT B

Documentation, Records, and Evidence to be furnished by PROGRAM prior to a Student's Clinical Placement

- 1. Proof of negative tuberculosis test (PPD or QuantiFERON) with a negative result.
- 2. Immunization history, including Tetanus, Hepatitis B, Influenza, COVID-19, Chicken Pox, Measles, Mumps, and Rubella
- 3. OSHA Training, completed within twelve (12) months prior to the Student's Clinical Placement:
 - (a) Bloodborne Pathogens
 - (b) Personal Protective Equipment
 - (c) Hazard Communication
 - (d) Needlestick Prevention and Safe Needles
 - (e) Spectra DOT Laboratory Specimen
 - (f) Other components as may be required by OSHA
- 4. Appropriate documentation regarding Pre-Engagement Screening as described in Sections 3-d and 3-e of this Agreement
- 5. Health Care Provider CPR certification (if such certification is required by applicable state laws, rules, or regulations)
- 6. A Confidentiality Agreement signed by the Student, a form of which is attached to this Agreement as Exhibit E
- 7. Proof of successful completion of appropriate education and training as set forth in Section 1b of this Agreement.
- 8. A written assurance or assertion that the Student is not under or subject to any form of academic probation or sanction, behavioral-related probation or sanction, or other probation or sanction from the **PROGRAM**

EXHIBIT C

Description of Permitted Activities

Social Work Students

A Social Work Student may write a progress note in a patient's medical record after reviewing the intended documentation with the SWFI. The SWFI is responsible for co-signing the Social Work Student's notes in the medical record and for ensuring that all documentation regarding the patient's psychosocial status, needs, interventions, and outcomes are properly documented in a timely manner.

A Social Work Student may assess a patient and provide input to the plan of care (POC) process with the interdisciplinary team under the supervision of the SWFI who is responsible for attending and participating in the development of the POC and co-signing the document that is developed, unless restricted or prohibited by state regulations. However, the SWFI is responsible for final completion and signing of all comprehensive assessments and plans of care.

EXHIBIT D

Required Supervision of Students

Social Work Students

Social Work Students will be supervised at all times by a FMCNA Social Work Field Instructor ("SWFI"). A SWFI is an individual who supervises the work of the Social Work Student in the Facility. Such supervision shall be on a one-to-one basis. The SWFI must hold a Council for Social Worker Education ("CSWE") accredited Master of Social Work ("MSW") degree and meet the criteria established by the Education Program to be a Field Instructor as defined by CSWE. The SWFI must have more than two (2) years clinical and/or nephrology social work experience and be licensed in the state in which he or she practices.

EXHIBIT E

Confidentiality Agreement for Each Student

As a student undertaking clinical education ("Clinical Placement") at a facility affiliated with Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America ("FMCNA"), I understand that FMCNA has a policy concerning the non-disclosure of its confidential information, and that this policy creates expectations of and obligations for me. Furthermore, I understand that I may observe protected health information (PHI) as it is defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"). I understand that FMCNA is sensitive to the requirements to protect PHI under HIPAA. To evidence that understanding and in consideration of my Clinical Placement at FMCNA and for the access provided to me by FMCNA, I agree as follows:

- "Confidential Information" means all information relating to the business of FMCNA that has
 not been released publicly by authorized representatives of FMCNA. Some examples of such
 information include: trade secrets and know-how, inventions, marketing and sales programs,
 employee, customer, patient and supplier information, patient medical records, financial data,
 pricing information, regulatory and reimbursement strategies, operations and clinical manuals.
 Confidential information also includes all information received by FMCNA under an
 obligation of secrecy to another party.
- 2. I will handle any FMCNA Confidential Information in accordance with the current FMCNA Policy "Confidential Company Information." During and after my Clinical Placement, I will not use FMCNA Confidential Information without written authority from FMCNA (except as required by my Clinical Placement). I will not remove any Confidential Information from FMCNA premises, and will not take any photographs or recordings of any kind while on FMCNA premises. Upon leaving FMCNA, I will return all Confidential Information to my supervisor at FMCNA. I understand that my obligation as to FMCNA Confidential Information continues even after I leave FMCNA. This obligation ends only when (i) FMCNA has voluntarily disclosed the information to the public; (ii) the information has been developed independently and made public by others; or (iii) the information otherwise lawfully enters the public domain.
- 3. I will not use or disclose any PHI which I may observe or which may be otherwise disclosed or made available to me (except as required by my Clinical Placement). PHI includes, but is not limited to, information created or received by a health care provider as well as any information that identifies an individual or that can be used to identify an individual, such as a patient's name, date of birth, or medical condition.

Signature	Date
Print Name	