

ACADEMIC AFFILIATION AGREEMENT
University of Wisconsin: Health Occupation Programs
SSM Health

This ACADEMIC AFFILIATION AGREEMENT (“Agreement”) is effective **October 1, 2016** (“Effective Date”) by and between **Board of Regents of the University of Wisconsin System**, on behalf of its subsidiaries, the University of Wisconsin – Eau Claire, University of Wisconsin – Green Bay, University of Wisconsin – La Crosse; University of Wisconsin – Madison; University of Wisconsin – Milwaukee; University of Wisconsin – Oshkosh; University of Wisconsin – Parkside; University of Wisconsin – Platteville; University of Wisconsin – River Falls, University of Wisconsin – Stevenson Point, University of Wisconsin – Stout, University of Wisconsin – Superior, University of Wisconsin – Whitewater, University of Wisconsin Colleges and University of Wisconsin – Extension on behalf of their health occupation programs (“SCHOOL”) and SSM Health Care Corporation, a Missouri nonprofit corporation, doing business as **SSM Health** and all of its subsidiaries (each individually and collectively, “FACILITY”).

WHEREAS, SCHOOL, as part of the educational programs designed for its health occupation program students, including but not limited to kinesiology, pharmacy, nursing, physician assistant and physical therapy programs, must provide and certify completion of certain practical learning and/or clinical experience, some of which may involve interaction with patients;

WHEREAS, SCHOOL desires that certain of its students (“Students”) and, when appropriate, certain of its faculty members, be permitted to participate in a supervised clinical learning experience on the premises of FACILITY to afford such Students and faculty members the opportunity to have practical learning, clinical experiences and oversight at FACILITY; and

WHEREAS, FACILITY recognizes the need for and desires to aid in the educational development of health occupations professionals, including Students, in an operating facility for the provision of health care services to its patients, and is willing to permit SCHOOL’s faculty and Students to participate in a supervised clinical learning experience on its premises to the extent it is reasonable, proper, and professionally acceptable for them to do so.

THEREFORE, it is understood and agreed upon by the parties hereto as follows:

1. **Duties of SCHOOL.**

Prior to assigning Students to FACILITY, SCHOOL shall:

- 1.1 Designate a member of its faculty (“Faculty Coordinator”) to coordinate this Agreement with a designated member of FACILITY’s staff, and obtain FACILITY’s written or verbal approval of such Faculty Coordinator, which such approval FACILITY shall not unreasonably withhold. The coordination may include on-site visits when practical and shall include a continuing exchange of information on progress of the program. SCHOOL shall obtain and provide verification of a criminal background check on the Faculty Coordinator as provided by state law for health care workers if the Faculty Coordinator will be on FACILITY’s site or will have access to FACILITY’s patient medical records or patients. If the Faculty Coordinator will not be on FACILITY’s site and will not have access to patient medical records or patients, then a criminal background check will not be required. The SCHOOL agrees to notify FACILITY of any information about a Faculty Coordinator on a criminal background check or in caregiver background check results that could bar that Faculty Coordinator

from regular, direct contact with FACILITY's patients. FACILITY shall make the final determination whether a Faculty Coordinator may have regular, direct contact with FACILITY's patients but only after consulting with the SCHOOL;

- 1.2 Recommend for affiliation only those Students who have successfully completed all necessary requirements of SCHOOL's educational program and any appropriate professional requirements, and who have knowledge and skills consistent with an ability to properly discharge the clinical duties or functions associated with the clinical experiences in which the Students will participate;
- 1.3 Be responsible for notifying each Student of his/her duty to comply with those of FACILITY'S policies and procedures provided by FACILITY to Students, including standards of The Joint Commission and Students' responsibilities for the cost of his/her food, transportation, clothing, and medical expenses;
- 1.4 Obtain and provide verification that names, health status reports, including records of any immunizations required by FACILITY, and other pertinent information about each Student to be assigned to FACILITY are maintained at SCHOOL before the beginning date of the Students' assignment at FACILITY;
- 1.5 Obtain FACILITY's written approval of Students and periods of affiliation;
- 1.6 Advise Students to maintain the confidential nature of all information which may come to them with regard to patients and FACILITY records during the duration of the program and obtain from each Student a Confidentiality and Security Agreement in the form attached to this Agreement as Exhibit 1;
- 1.7 Keep all records and reports, relevant to the clinical learning experience, for as long as the SCHOOL deems appropriate for each Student's experience;
- 1.8 Represent and certify that its teaching program for Students involved under this Agreement is accredited and that SCHOOL is responsible for notifying FACILITY within ten (10) days in the event such accreditation is cancelled, withdrawn or otherwise terminated;
- 1.9 Advise Students that each Student is accountable for costs incurred in receipt of healthcare pursuant to Section 8.4, regardless of health insurance status;
- 1.10 Obtain and provide verification of a criminal background check as provided by state law for health care workers for each Student prior to that Student's assignment at FACILITY. The SCHOOL agrees to notify FACILITY of any information about a Student on a criminal background check form or in caregiver background check results that could bar that Student from regular, direct contact with FACILITY's patients. FACILITY shall make the final determination whether a Student may have regular, direct contact with FACILITY's patients but only after consulting with the SCHOOL. SCHOOL shall provide the information to FACILITY after obtaining an Authorization and Release from the Student. In the event such Authorization and Release are not given by the Student, the Student shall be disqualified from participation at FACILITY. The results of the check must be satisfactory to FACILITY. In addition, for FACILITY sites in the state of Missouri, SCHOOL shall comply with the background check

provisions of the regional guidelines for allied health/nursing districts of the St. Louis Metropolitan Hospital Council.

- 1.11 Agree that it and its Students will comply with the purpose and standards recommended by The Joint Commission; and
- 1.12 In recognition of the fact that the Students and faculty of SCHOOL shall see patient identifiable health information, SCHOOL shall ensure that patient identifiable health information provided by FACILITY to SCHOOL will be treated as confidential in accordance with applicable law and the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”), as amended. SCHOOL acknowledges that Students must complete the FACILITY’s in-service on HIPAA, which will be part of the Students’ orientation process.

The following requirements in Sections 1.13 through 1.15 apply for FACILITY sites in the state of Oklahoma:

- 1.13 SCHOOL/Faculty Coordinator must complete and submit the following two (2) weeks prior to the clinical rotation:
 - (a) Provide a letter requesting clinical time, dates, department and Student at least two (2) weeks prior to the beginning of the clinical rotation;
 - (b) Sign a Confidentiality and Security Agreement, if on campus at FACILITY with Students, in the form attached hereto as Exhibit 1;
 - (c) Provide clinical objectives;
 - (d) Provide a competency checklist;
 - (e) Complete a health screening form and appropriate documentation, if on campus at FACILITY with Students;
 - (f) Provide a copy of license/registration/certification, if on campus at FACILITY with Students; and
 - (g) All orientation, materials and documentation listed in Section 1.14.
- 1.14 Each Student must complete and submit the following two (2) weeks prior to the clinical rotation:
 - (a) Complete FACILITY orientation which includes the following:
 - (1) Read the general orientation packet and complete the test;
 - (2) Sign a Confidentiality and Security Agreement, in the form attached hereto as Exhibit 1;
 - (3) Provide a copy of the Student’s current American Heart Association (AHA) Healthcare Provider CPR Training Card, for rotations in clinical areas;
 - (4) Provide documentation of Occupational Safety and Health Administration (OSHA) tuberculosis and blood borne pathogens education (provided by SCHOOL);
 - (5) Complete restraint packet or provide documentation that this has been addressed in the SCHOOL program.
 - (6) Complete the student health screening form and provide the appropriate documentation, which includes proof of: (i) current PPD (Students with a positive Blood Assay Mycobacterium Tuberculosis (BAMT) test or students with a past positive PPD will need to

complete annual symptom survey and provide documentation from a healthcare provider and/or state health department for clearance to work with the public); (ii) proof of two (2) measles, mumps and rubella (MMR) vaccinations (must be official records, not SCHOOL records); (iii) proof of chickenpox by titer or two (2) varicella immunizations; (iv) three (3) hepatitis B immunizations, positive titer or declination; and (v) proof of current flu shot during flu season and Tdap immunization. The only way Students may opt out of the flu or Tdap immunization is a signed document from the Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization.

- 1.15 Complete a FACILITY evaluation at the conclusion of the clinical rotation as may be reasonably requested from FACILITY from time to time. This form is to be returned to FACILITY's Clinical Education Division
- 1.16 The SCHOOL may disclose information from a participating student's educational record, as appropriate, to personnel at the FACILITY who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99). The FACILITY hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student, and that the information will not be disclosed to any other party without written notice to the SCHOOL and the student's prior written consent.

2. **Duties of Faculty Coordinator.**

SCHOOL, through the Faculty Coordinator, shall:

- 2.1 Select, in cooperation with designated FACILITY personnel, the appropriate clinical experiences for Students;
- 2.2 Guide, coordinate and evaluate Students' performance at all times while Students are affiliated with FACILITY;
- 2.3 Meet with FACILITY personnel prior to and following Students' affiliations and at such times as either party shall deem appropriate, to evaluate Students' performance and clinical experiences; and
- 2.4 Instruct Students to participate in ongoing training with respect to the learning and clinical experiences at the FACILITY, including but not limited to, being advised of any changes in FACILITY's policies and procedures, which may impact Students' experiences hereunder.

3. **Duties of FACILITY.**

During this Agreement FACILITY shall:

- 3.1 Provide practical learning and/or clinical experiences to Students assigned to FACILITY;

- 3.2 Maintain primary responsibility at all times for patient care and total health services;
- 3.3 Cooperate with the Faculty Coordinator in the selection of any appropriate clinical experiences for Students;
- 3.4 Provide physical space for faculty members and Students to hold conferences and for their apparel and personal effects;
- 3.5 The FACILITY shall, at the commencement of a student's Placement, provide the SCHOOL's faculty and the Student with a thorough orientation about the FACILITY's policies, procedures, standards and practices relevant to the Student's Placement.
- 3.6 Allow Students to participate in the care of patients only when under the supervision of a registered, licensed or certified professional. Such professional is to be registered, certified or licensed in the discipline in which supervision is provided. Students shall perform tasks, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by FACILITY.
- 3.7 Keep all records and reports on each Student's clinical experience and provide evaluations to the SCHOOL on forms provided by the SCHOOL on each Student's clinical experience;
- 3.8 The FACILITY shall promptly advise the Office of General Counsel, 1120 Linden Drive, Madison, WI 53706, if it has any reason to believe a claim may exist against an officer, employee, or agent of the SCHOOL in connection with any activities performed under this Agreement. Notification is for informational purposes only and shall not eliminate FACILITY's duty to follow the statutory claim procedure in §893.82 of the Wisconsin Statutes prior to instituting a lawsuit.
- 3.9 The FACILITY shall, on reasonable request, permit representatives of the SCHOOL and academic accreditation agencies to visit its facilities, Student records, and other information relevant to the Program.
- 3.10 In the event a Student is absent because of illness for more than three (3) days during the Student's placement, the FACILITY shall arrange for the student to make up the lost time or shall inform the SCHOOL that it is not able to do so.
- 3.11 Except for personal emergencies, the FACILITY shall not grant leaves of absence from regularly scheduled activities to Students during their placements without prior approval from the SCHOOL.

4. **Immediate Removal of Student.**

Upon the request of FACILITY, SCHOOL shall immediately remove a Student or SCHOOL faculty member, including Faculty Coordinator, from FACILITY in the sole discretion of FACILITY, with or without cause; however, FACILITY shall provide SCHOOL with written notice thereof within a reasonable time following the removal.

After the Student has been removed, but prior to cancellation of a Student from FACILITY'S clinical education experience, FACILITY shall consult with the SCHOOL about the proposed cancellation, and make reasonable efforts with the SCHOOL to resolve the matter.

5. **Insurance.**

- 5.1 The SCHOOL, as a unit within an agency of the State of Wisconsin, provides liability coverage for its students and faculty consistent with §§895.46(1) and 893.82(6) of the Wisconsin Statutes. The SCHOOL's students and faculty 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 liability coverage provided by the State of Wisconsin under §895.46(1) is self-funded and provides funding for claims, demands, losses, and damages of every kind and description (including death), or damage to persons or property arising out of Program activities at the FACILITY and founded upon or growing out of the negligent acts or omissions of any of the employees or agents of the SCHOOL while acting within the scope of their employment or agency where protection is afforded by §895.46(1) of the Wisconsin Statutes. SCHOOL shall also maintain workers' compensation insurance for any employees of SCHOOL performing services under this Agreement.
- 5.2 It is understood that coverage of SCHOOL's Students, employees, and faculty, including Faculty Coordinator, under the above-referenced policies, or an acceptable substitute therefore, shall be a continuing condition of this Agreement. SCHOOL shall be responsible for satisfying any deductible or self-insured retention required by its liability coverage.
- 5.3 The FACILITY, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement such policies of comprehensive general and professional liability insurance as necessary to insure the FACILITY and its employees and agents against any claim or claims for damages occurring as the result of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by the FACILITY and its employees and agents in connection with this Agreement. FACILITY may self-insure these coverages.

6. **Term and Termination.**

This Agreement shall commence on the Effective Date for an initial term of five (5) years unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed upon mutual written agreement. Notwithstanding the foregoing, either party may terminate this Agreement without cause at any time during a term by giving sixty (60) days prior written notice, effective on the date stated therein, provided Students assigned to FACILITY shall be given an opportunity to complete their clinical learning experience, if reasonably practicable. Both parties agree to confer at least thirty (30) days prior to the expiration of the initial term of this Agreement and annually thereafter to evaluate the affiliation program and to review this Agreement. In the event the parties fail to appropriately document an extension, and SCHOOL continues to provide Students hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice if the termination is without cause, or if the termination is not without cause, then as provided by the applicable time frame set forth in the Agreement.

7. **Notice.**

Any notice or communication required or permitted to be given under this Agreement shall be served personally by United States certified mail.

If to FACILITY: SSM Health
Attn: Contracts
10101 Woodfield Lane
St. Louis, MO 63132
Email: ContractNotices@ssmhc.com

If to SCHOOL: University of Wisconsin System Administration
Attn: Risk Management
780 Regent Street
Madison, WI 53715

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

8. **Miscellaneous.**

8.1 SCHOOL and FACILITY agree that no individual will be discriminated against on the basis of age, race, religion, creed, sex, national origin, disability, sexual orientation, veteran's status, or any other protected category as defined by applicable law.

8.2 Students and faculty members, including Faculty Coordinator, shall remain at all times during this Agreement students and faculty members of SCHOOL and shall in no way be considered servants, agents, or employees of FACILITY. Students are trainees, not employees, and are not to replace FACILITY staff or to be covered by FACILITY's Social Security Workers' Compensation or Unemployment Compensation.

8.3 This Agreement shall not prevent FACILITY from accepting students for affiliation from other educational institutions.

8.4 In the event of accidental injury or illness of any Student or faculty member, FACILITY shall, upon request, provide emergency care at FACILITY, but FACILITY shall not be responsible for follow-up care, hospitalization or costs incurred in providing such care.

8.5 **Intentionally omitted.**

8.6 This Agreement shall be binding upon and shall inure to the benefit of both parties and their respective, permitted successors, assigns and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior consent in writing of the non-assigning party; provided, however, that written consent is not required for FACILITY to assign this Agreement to any entity under common control, or affiliated, with FACILITY.

- 8.7 Individuals executing this Agreement on behalf of organizations represent and warrant that they have been authorized to do so.
- 8.8 This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Prior agreements, promises, negotiations or representations between the parties, either oral or written, relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. Any modifications or amendments hereto must be agreed to by both parties in writing and shall become effective on the date stated therein.
- 8.9 This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.
- 8.10 In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, "Provision") shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.
- 8.11 The failure of FACILITY or SCHOOL to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.
- 8.12 During the term of this Agreement and thereafter, FACILITY and SCHOOL and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by applicable law. Such information includes but is not limited to patient records and peer review and utilization review documents, the terms of this Agreement, and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.
- 8.13 FACILITY is an equal opportunity employer. As part of its affirmative action policies and obligations, FACILITY is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-250.5(a), and these regulations are hereby incorporated into this contract by reference.
- 8.14 PARTY represents and warrants to SSM that PARTY and its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; or (ii) suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), any form of state Medicaid program, and are not listed on the Office of the Inspector General's website ("oig.hhs.gov") (collectively, "Government Payor Programs"). PARTY also represents and warrants that to the best of its

knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of PARTY or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.lhs.gov (collectively, an "Investigation"). PARTY shall notify SSM of the commencement of any Investigation or suspension or exclusion from Government Payor Programs within three (3) business days of PARTY's first learning of it. SSM shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. SSM shall be timely kept apprised by PARTY of the status of any such Investigation. PARTY shall hold SSM harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred as a result of PARTY's breach of this paragraph.

- 8.15 Each FACILITY shall have the authority to determine participation in this Agreement at the sole discretion of the FACILITY. If a FACILITY determines it will not accept Students, a letter will be provided to the SCHOOL.
- 8.16 Upon execution of this Agreement, all existing individual FACILITY agreements with SCHOOL will automatically terminate. FACILITY will notify SCHOOL of all such individual Agreements which are will be terminated in accordance with this provision.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

SCHOOL:

Board of Regents of the University of Wisconsin System

FACILITY:

SSM Health Care Corporation d/b/a SSM Health

By: _____

Name: James P. Henderson
Title: Provost and Vice President, Office of Academic Affairs
Address: University of Wisconsin
1730 Van Hise Hall
1220 Linden Road
Madison, WI 53706

By: _____

Name: Maggie Fowler
Title: System Vice President/Chief Nursing Officer
Address: 1173 Corporate Lake Drive
St. Louis, MO 63132

Date: _____

Date: _____

EXHIBIT 1

CONFIDENTIALITY AND SECURITY AGREEMENT

Employees, Consultants and Volunteers

I understand that the business entity (“SSM”) in which I work, volunteer or provide services has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of patients’ health information. SSM must ensure the confidentiality of its propriety information, including, but not limited to, human resources, payroll, fiscal, research, reporting, strategic planning, communications, computer systems, and other information (collectively, with patient identifiable health information, referred to as “Confidential Information”).

In the course of my employment or assignment at SSM, I understand that I may come into the possession of Confidential Information. I further understand that I must sign and comply with this Confidentiality and Security Agreement (“Agreement”) in order to access Confidential Information. I understand that for purposes of this Agreement, the term “SSM” shall include any subsidiaries or affiliates of SSM Health Care Corporation, doing business as SSM Health.

1. I will access, use and disseminate Confidential Information only when it is necessary to perform my job related duties in accordance with SSM’s Policies and Procedures.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it.
3. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.
4. I will not discuss Confidential Information where others can overhear the conversation. I understand that it is not acceptable to discuss Confidential Information even if a patient’s name is not used.
5. I will not make any unauthorized transmission, examination, modification or removal of Confidential Information.
6. I have no right to any ownership interest in any information accessed or created by me during my relationship with SSM.
7. I will only access or use systems or devices that I am officially authorized to access, and I will not demonstrate the operation or function of systems or devices to unauthorized individuals.
8. I will practice good workstation security measures such as locking up digital storage devices when not in use, using screen savers with activated passwords and positioning screens away from public view.
9. I will practice secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with approved security standards.
10. I will use only my officially assigned user ID and password, approved licensed software and devices with virus protection software.
11. I will not share/disclose user IDs or passwords, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
12. I will notify my manager or appropriate information services contact if my password has been seen, disclosed or otherwise compromised, and I will report activity that violates this Agreement, privacy and security policies or any other incident that could have any adverse impact on Confidential Information.
13. I understand that I should have no expectation of privacy when using SSM information systems. SSM may log, access, review and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
14. I will act in the best interest of SSM and in accordance with its Policies and Procedures at all times during my relationship with SSM and I acknowledge that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or ceasing my relationship with SSM.
15. Upon ceasing my relationship with SSM, I will immediately return to SSM any documents, media or property which constitutes Confidential Information, or which gives me access to Confidential Information.
16. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension and loss of privileges, and/or termination of authorization to work within SSM, in accordance with SSM’s policies, and/or civil/criminal prosecution.

IN WITNESS WHEREOF, by signing below, I represent and warrant that I have read this Agreement and agree to comply with all the terms and conditions stated above.

Employee/Student Signature:	Primary SSM Entity Name where I work, volunteer or provide service:	Date:
Employee/Student Printed Name:	Business Name of Employer or Educational Institution (if not employed by SSM):	

FIRST AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT

University of Wisconsin: Health Occupation Programs

SSM Health

This FIRST AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT (“Amendment”) is effective **upon the date of last signature** (“Effective Date”) by and between SSM Health Care Corporation, a Missouri nonprofit corporation, doing business as **SSM Health** and all of its subsidiaries (each individually and collectively, “FACILITY”), and **Board of Regents of the University of Wisconsin System**, on behalf of its subsidiaries, the University of Wisconsin - Eau Claire, University of Wisconsin - Green Bay, University of Wisconsin - La Crosse; University of Wisconsin - Madison; University of Wisconsin - Milwaukee; University of Wisconsin - Oshkosh; University of Wisconsin - Parkside; University of Wisconsin - Platteville; University of Wisconsin - River Falls, University of Wisconsin - Stevenson Point, University of Wisconsin - Stout, University of Wisconsin - Superior, University of Wisconsin - Whitewater, University of Wisconsin Colleges and University of Wisconsin- Extension (“SCHOOL”).

WHEREAS, FACILITY and SCHOOL entered into an Academic Affiliation Agreement dated October 1, 2016 (“Agreement”); and

WHEREAS, FACILITY and SCHOOL desire to modify certain provisions of the Agreement as set forth below in order that the Agreement, as modified, is acceptable to both parties.

THEREFORE, it is understood and agreed upon by the parties as follows:

1. The following is added as Section 1.17:

The SCHOOL will retain ultimate responsibility for the education and assessment of its students.

2. The following is added as Section 3.12:

The FACILITY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the FACILITY will provide Students and faculty with access to appropriate resources for student education, in addition to those listed herein above including: a) student security badges or other means of secure access to patient care areas; b) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; c) computer access; and d) access to call rooms, if necessary.

3. The following is added as Section 8.17:

SCHOOL, including its faculty, staff, students, and residents, and FACILITY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal “lessons” conveyed by individuals who interact with the Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. The following is added as Section 8.18:

Student Mistreatment or Harassment

- a. The parties recognize that it is essential to offer Students varied opportunities to report any concerns or complaints of mistreatment or harassment to SCHOOL and FACILITY. To this end, FACILITY will allow Students to report concerns to the Human Resources department in addition to the SCHOOL reporting avenues designated by each of SCHOOL's health occupation program. SCHOOL will notify Students of this additional avenue.
- b. All students, faculty, staff, trainees, and health care providers that participate in the education of Students are subject to applicable SCHOOL mistreatment and harassment policies. While at FACILITY Students are additionally subject to FACILITY's policies on harassment and mistreatment.

All other terms of the Agreement shall remain in full force and effect. If the terms of the Agreement in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]


IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Amendment in the capacity set forth beneath his or her signature and the parties hereto have signed this Amendment as of the date and year written below.

SCHOOL:

FACILITY:

Board of Regents of the University of Wisconsin System

SSM Health Care Corporation d/b/a SSM Health

By: 

By: 

Name: Karen R. Schmitt
Title: Interim Vice President, Office of Academic and Student Affairs

Name: Maggie Fowler
Title: System Vice President/Chief Nursing Officer

Address: University of Wisconsin
1730 Van Hise Hall
1220 Linden Road
Madison, WI 53706

Address: 1173 Corporate Lake Drive
St. Louis, MO 63132

Date: 9/19/18

Date: 12/19/18

SECOND AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT
University of Wisconsin: Health Occupation Programs
SSM Health

This SECOND AMENDMENT TO ACADEMIC AFFILIATION AGREEMENT (“Amendment”) is, effective **September 28, 2021** (“Effective Date”) by and between SSM Health Care Corporation, a Missouri nonprofit corporation, doing business as **SSM Health** and all of its subsidiaries (each individually and collectively, “FACILITY”), and **Board of Regents of the University of Wisconsin System**, on behalf of its subsidiaries, the University of Wisconsin - Eau Claire, University of Wisconsin - Green Bay, University of Wisconsin - La Crosse; University of Wisconsin - Madison; University of Wisconsin - Milwaukee; University of Wisconsin - Oshkosh; University of Wisconsin - Parkside; University of Wisconsin - Platteville; University of Wisconsin - River Falls, University of Wisconsin - Stevenson Point, University of Wisconsin - Stout, University of Wisconsin - Superior, University of Wisconsin - Whitewater and University of Wisconsin Extended Campus (“SCHOOL”).

WHEREAS, FACILITY and SCHOOL entered into an Academic Affiliation Agreement dated October 1, 2016 (“Agreement”), which was subsequently amended; and

WHEREAS, FACILITY and SCHOOL desire to modify certain provisions of the Agreement as set forth below in order that the Agreement, as modified, is acceptable to both parties.

THEREFORE, it is understood and agreed upon by the parties as follows:

1. The Agreement shall commence on the Effective Date and continue for five (5) years.
2. The following replaces Section 1.1:

Designate a member of its faculty (“Faculty Coordinator”) to coordinate this Agreement with a designated member of FACILITY’s staff and obtain FACILITY’s written or verbal approval of such Faculty Coordinator, which such approval FACILITY shall not unreasonably withhold. The coordination shall include on-site visits when practical and a continuing exchange of information on progress of the program. SCHOOL shall obtain, keep on file and provide verification of a criminal background check on the Faculty Coordinator as provided by the laws of the State in which FACILITY is located for health care workers if the Faculty Coordinator will be on FACILITY’s site or will have access to FACILITY’s patient medical records or patients. See Schedule 2 for state required background checks. If the Faculty Coordinator will not be on FACILITY’s site and will not have access to patient medical records or patients, then a criminal background check will not be required. In the event any adverse information is obtained from the criminal background check, SCHOOL shall provide the information obtained to FACILITY. Failure to provide the information obtained shall disqualify the designated Faculty Coordinator from participation at FACILITY. The results of the criminal background check must be satisfactory to FACILITY.

3. The following replaces Section 1.4:

Obtain and provide verification that names, health status reports, including records of any immunizations and negative drug screens required by FACILITY as outlined in Schedule 1, and other pertinent information about each Student and Faculty Member to be assigned to FACILITY are maintained at SCHOOL before the beginning date of the Students’ assignment at FACILITY.

4. The following replaces Section 3.1:

Provide practical learning and/or clinical experiences to Students assigned to FACILITY. A list of specific SSM Health sites is attached to this Agreement as Exhibit 3.

5. The following replaces Section 8.13:

FACILITY and all covered subcontractors shall abide by the requirements of 29 CFR § 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

6. The following replaces Section 8.14:

SCHOOL represents and warrants to FACILITY that SCHOOL and its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). SCHOOL also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of SCHOOL or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). SCHOOL shall notify FACILITY of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of SCHOOL's first learning of it. FACILITY shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. FACILITY shall be kept apprised by SCHOOL in a timely manner of the status of any such Investigation. SCHOOL shall, to the extent authorized under Wisconsin law, hold FACILITY harmless from any claims, liabilities, fines and expenses incurred as a result of SCHOOL's breach of this paragraph.

7. The following is added as Section 8.19:

8.19 Internal Revenue Service Management Contracts.

In the event that this Agreement constitutes a "management contract" for purposes of IRS Revenue Procedure 2017-13, SCHOOL acknowledges that it is acting solely as a service provider pursuant to this Agreement, and as such, the following provisions shall apply notwithstanding anything to the contrary in this Agreement:

8.19.1 Tax Position of SCHOOL. SCHOOL agrees that it is not entitled to and will not take any tax position that is inconsistent with that of a service provider to FACILITY. An inconsistent tax position by SCHOOL would include, but not be limited to, any claim and/or deduction for depreciation, amortization, investment tax credit or rent payment deduction with respect to any FACILITY-owned property.

- 8.19.2 Retention of Rights. The terms of this Agreement shall not be construed in any manner that creates a role or relationship between SCHOOL and FACILITY that substantially limits FACILITY's ability to exercise its rights under this Agreement, which shall require at all times during the term of this Agreement that: (i) SCHOOL and its directors, officers, shareholders, partners, members and employees shall not under any circumstances have more than twenty percent (20%) of the voting power of FACILITY's governing body; (ii) FACILITY's governing body shall not include the SCHOOL's chief executive officer or chairperson, or any person with equivalent management responsibilities; and (iii) SCHOOL's chief executive officer shall not hold the position of chief executive officer of FACILITY, or any related party to FACILITY as defined in Treasury Regulation §1.150-1(b).
- 8.19.3 Control Over Use of FACILITY Property. FACILITY shall at all times approve the following: (i) the annual budget and all capital expenditures for FACILITY property; (ii) each disposition of FACILITY property; (iii) rates charged by SCHOOL and FACILITY to third parties for use of FACILITY property, which shall at all times be consistent with reasonable and customary charges for similar services in the community; and (iv) the general nature and type of use of FACILITY property.

8. Exhibit 3, Schedule 1 and Schedule 2 are added as Exhibit 3, Schedule 1 and Schedule 2:

All other terms of the Agreement and first Amendment shall remain in full force and effect. If the terms of the Agreement in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

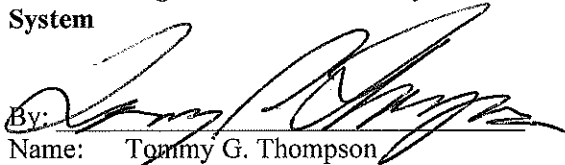
IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Amendment in the capacity set forth beneath his or her signature and the parties hereto have signed this Amendment as of the date and year written below.

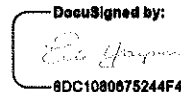
SCHOOL: .

FACILITY:

Board of Regents of the University of Wisconsin System

SSM Health Care Corporation d/b/a SSM Health

By: 

DocuSigned by:

8DC1080675244F4...

Name: Tommy G. Thompson
Title: Interim President, University of Wisconsin System

By: _____
Name: Erin Jaynes
Title: Chief Nursing Officer
Address: 10101 Woodfield Lane
St. Louis, MO 63132

Address: University of Wisconsin
1720 Van Hise Hall
1220 Linden Road
Madison, WI 53706

Date: 9/28/2021

Date: August 27, 2021

EXHIBIT 3

FACILITY Sites

This Agreement includes but is not limited to the following sites as of the Effective Date:

St. Louis Area Hospitals:

SSM Health Cardinal Glennon Children's Hospital
SSM Health DePaul Hospital – St. Louis
SSM Health St. Clare Hospital – Fenton
SSM Health St. Joseph Hospital – St. Charles
SSM Health St. Joseph Hospital – Wentzville
SSM Health St. Joseph Hospital – Lake Saint Louis
SSM Health Saint Louis University Hospital
SSM Health St. Mary's Hospital – St. Louis

Oklahoma Hospitals:

SSM Health St. Anthony Hospital – Shawnee
SSM Health Bone & Joint Hospital at St. Anthony
SSM Health St. Anthony Hospital – Oklahoma City
SSM Health St. Anthony Hospital – Midwest

Wisconsin Hospitals/Clinics:

SSM Health St. Clare Hospital – Baraboo
SSM Health St. Mary's Hospital – Madison
SSM Health St. Mary's Hospital – Janesville
The Monroe Clinic, Inc.
Waupun Memorial Hospital, Inc.
Ripon Medical Center, Inc.
Agnesian HealthCare, Inc.
Home Health United, Inc.
HHU Xtra Care, Inc.
Home Care United, Inc.

Southern Illinois Hospitals:

SSM Health Good Samaritan Hospital – Mt. Vernon
SSM Health St. Mary's Hospital – Centralia

Other Missouri Hospitals:

SSM Health St. Mary's Hospital – Jefferson City

Medical Groups:

SSM Medical Group, Inc.
SSM Health Dean Medical Group
Saints Medical Group, LLC

Other:

SSM Health at Home

SCHEDULE 1

1. SCHOOL/Faculty Coordinator must complete and submit the following two (2) weeks prior to the clinical rotation:
 - (a) Communicate to the FACILITY a formal request for clinical time, dates, department and Student;
 - (b) Provide clinical objectives, as requested;
 - (c) Proof of orientation, immunizations and drug screen listed in Schedule 1, Section 2 for all Students and Faculty Members on site.

2. Each Student, Faculty Member, or Faculty Coordinator on site at a FACILITY must have the following met two (2) weeks prior to the clinical rotation, and maintain on file at the SCHOOL:
 - (a) Complete FACILITY orientation which includes the following:
 - (1) Read the general orientation packet/online modules and complete the test, if applicable;
 - (2) Sign a Confidentiality and Security Agreement, in the form attached hereto as Exhibit 1;
 - (3) Sign a SSM Health Standards of Ethical Conduct and Relevant Policies form hereto as Exhibit 2.

 - (b) Provide the appropriate documentation to the FACULTY Coordinator, which includes proof of:
 - (1) PPD, a 2 step PPD skin test, T-spot or QuantiFERON Gold Blood test within the past year. Students with a past positive PPD will need to complete annual symptom survey and provide documentation from a healthcare provider and/or state health department for clearance to work with the public;
 - (2) Proof of two (2) measles, mumps and rubella (MMR) vaccinations (must be official records, not SCHOOL records) or positive surface antibody titer (IgG);
 - (3) Proof of chickenpox by titer or two (2) varicella immunization or documented proof of childhood illness from a health care provider;
 - (4) Three (3) hepatitis B immunizations, positive titer or declination if requested by FACILITY;
 - (5) Proof of current flu shot during flu season. The only way students may opt out of the flu shot is a signed document from Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization;
 - (6) Proof of COVID-19 vaccination;
 - (7) Tdap immunization if required by the FACILITY. The only way Students may opt out of the flu or Tdap immunization is a signed document from the Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization; and
 - (8) Provide the expiration date of the Students and Faculty Member's CPR Training Card, for rotations in direct patient care areas.
 - (9) The SCHOOL/program should be able to show evidence of a negative drug screen for Students and Faculty that will be on site.

SCHEDULE 2

1. Background checks must include the following for all SSM Health FACILITIES located in Illinois, Missouri, Oklahoma and Wisconsin:

Background Source	Required
State Criminal Background Check	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY
OIG/GSA	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY
Sex Offender	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY

2. In addition to the above requirements, Faculty or Students who are completing clinical requirements within FACILITIES in Missouri, the following must be completed:

Background Source	Required
Family Care and Safety Registry	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into clinical within Home Health, Cardinal Glennon and Behavioral Health units

3. In addition to the above requirements, Faculty or Students who are completing clinical requirements within FACILITIES in Wisconsin, the following must be completed:

Background Source	Required
Wisconsin Care Giver Check	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY

