

## AFFILIATION AGREEMENT FOR EDUCATIONAL PROGRAMS

“Effective Date”: \_\_\_\_\_

This Agreement is made and executed as of the date first written above by and between the University of Wisconsin System Administration, a public institution of higher education pursuant to Wis. Stat. §36.01, et al, (the “Institution”), and **WHEATON FRANCISCAN HEALTHCARE – SOUTHEAST WISCONSIN, INC.**, an Illinois corporation (“Wheaton”), on its own behalf and on behalf of its subsidiaries, affiliates and those entities of which it is a Member.

### WITNESSETH:

WHEREAS, the Institution administers educational curricula for various health occupations (each a “Program” and collectively the “Programs”), and seeks to provide, as part of the Program curricula, supervised experiences for the Institution students enrolled in the Programs (“Students”); and

WHEREAS, Wheaton serves patients in various health occupations through the provision of medical or other services consistent with the one or more Programs, and seeks to train future health care practitioners by providing Students with supervised experiences at its various hospitals, sub-acute care centers, outpatient facilities and other business units, subsidiaries, affiliates and entities of which Wheaton is a Member (each an “Education Setting”), consistent with the educational objectives of Students and the Institution; and

WHEREAS, the Institution and Wheaton have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement.

NOW THEREFORE, the Institution and Wheaton agree as follows:

### AGREEMENT

1. THE INSTITUTION’S RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Institution shall have the following rights and responsibilities:

1.1 Preparation of Students for Placement. The Institution shall assure, through qualified faculty who meet all of the requirements for their respective faculty positions at Institution, that each Student assigned to the Education Setting is adequately prepared to benefit from such assignment. Upon request, Institution shall provide Wheaton with a written description of each faculty member’s position and qualifications. A Student’s preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 Assigning Students to the Education Setting. After receiving from the Education Setting the number of placements available for Students, the Institution shall select Students to be assigned (with the approval of the Education Setting) to the Education Setting. The Institution shall notify the Education Setting of the Students assigned to the Education Setting, and each Student's availability for participation in experiences. Upon request, Institution shall also provide Education Setting with documentation demonstrating compliance with Section 5.2 herein for each Student, in a form agreed upon by Wheaton. Such documentation shall be maintained at the Institution. Following assignment of a Student to the Education Setting and during the term of each Student's experience, the Institution shall continue to supervise each Student completing an experience on-site at Education Setting in accordance with all standards applicable to the experience as required by the National League for Nursing Accrediting Commission ("NLNAC") and the Commission on Accreditation of Allied Health Education Programs ("CAAHEP") or other applicable accrediting body of the Institution.

1.3 Educational Coordinator. The Institution shall appoint a faculty member to serve as Educational Coordinator, and shall communicate his or her name, title and telephone number to the Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. The Institution shall provide or shall require each Student assigned to the Education Setting to be covered by, at no cost to the Education Setting, professional liability insurance pursuant to Section 9.3 of this Agreement. If the Institution requires a Student to purchase his or her own professional liability insurance, the Institution shall provide to the Education Setting evidence of insurance in the form of a certificate of insurance prior to the placement of such Student at the Education Setting.

1.5 Accreditation and Licensure. The Institution shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the Program; and (iii) full and unrestricted accreditation of the Programs from an accrediting organization. The Institution shall promptly notify the Education Setting of any change in its accreditation or licensure status and shall provide Wheaton with evidence of accreditation or licensure status upon request.

1.6 Background Investigation and Disclosure. All Students who are assigned to the Education Setting shall have had a background check performed under the direction of the Institution in accordance with the Wisconsin Caregiver Background Check Law ("BID"). The BID shall include obtaining information from the Department of Justice, the Department of License and Regulations, the Department of Health and Family Services and from out-of-state agencies if the individual has lived outside of Wisconsin within the past three years. If the Student has a criminal record, the record will be evaluated by the Institution to determine if the individual is barred from performing duties at the Education Setting. Prior to placement of the Student, the Institution will notify the Education Setting in writing of any crime of which Student has been convicted so that the Education Setting may make a determination as to how substantially related the conviction(s) is to the duties the Student would be performing. The Education Setting may refuse placement of any Student the Education Setting believes could put

its patients, employees and/or visitors at risk. The Institution hereby agrees to notify the Education Setting when the Institution becomes aware that any Student on site at the Education Setting is charged with or convicted of any crime or is investigated by and governmental agency.

#### 1.7 Compliance.

A. Compliance with Laws, Regulations, Policies and Standards. Institution shall and shall require Students and faculty to: (i) abide by all relevant policies, procedures, standards and directives issued or adopted by the Education Setting and made known to Institution, Students and faculty, including, but not limited to, the Ethical and Religious Directives for Catholic Health Care Services promulgated from time to time by the National Conference of Catholic Bishops, as interpreted by the local bishop; (ii) abide by all relevant state and Federal laws; and (iii) comply with all applicable rules, regulations and standards promulgated by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”) and made known to Institution, Students and faculty.

B. Mission, Vision and Values. Institution hereby acknowledges that it has received information from Wheaton regarding the mission, vision, and values of the Wheaton Franciscan System and agrees that in the performance of all of its obligations under the terms of this Agreement, it shall at all times conduct itself, and shall take reasonable actions to ensure that its, Students, faculty, employees and agents conduct themselves, in a manner which is consistent with said mission, vision, and values.

2. EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, Wheaton shall have the following rights and responsibilities:

2.1 Placements. The Education Setting shall have sole discretion to determine its capacity to accept Students for placement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of supervision that the Education Setting can provide over a period of time, or other such description of capacity. The Education Setting shall communicate such capacity to the Institution before Students may be assigned to the Education Setting.

2.2 Site Coordinator. The Education Setting shall appoint an employee to serve as a coordinator at the Education Setting site (for purposes of this Agreement, the “Site Coordinator”), and shall communicate his or her name, title and telephone number to the Institution. The Site Coordinator shall be responsible for overall management of the Students’ experience at the Education Setting, and may be so assigned with respect to one or more Programs.

2.3 Orientation. The Education Setting shall provide the Institution with orientation materials via the Wheaton Franciscan Healthcare web site. The Education Setting

shall also provide the Institution faculty with orientation to the Education Setting, including work duties, equipment and all applicable policies and procedures of the Education Setting.

2.4 Qualified Supervision of Precepted Students. For precepted students, the Education Setting shall assure that a qualified practitioner supervises each precepted Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching.

2.5 Student Access to the Education Setting and Patients. The Education Setting shall permit access by Students to any and all areas of the Education Setting as reasonably required to support Students' development and as permitted under Wisconsin law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria and parking facilities. The Education Setting reserves the right to refuse access to any Student who does not meet, in the Education Setting's reasonable determination, its standards for safety, health or proper conduct.

2.6 Accreditation, Licensure and Eligibility. The Education Setting shall maintain, at all times during the term of this Agreement: (i) full and unrestricted accreditation; (ii) all necessary licensures and approvals from the State of Wisconsin; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Education Setting shall immediately notify the Institution of any change in the Education Settings accreditation or eligibility status.

2.7 Final Authority. The Education Setting retains final authority for all aspects of operations at and management of the Education Setting.

2.8 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Education Setting.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, the Institution and the Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. The Institution and the Education Setting shall be jointly responsible for supervising and evaluating Students who are on-site at the Education Setting. The parties agree to, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Education Setting, including the Student's impact upon patients' wellbeing; (ii) the importance of abiding by the Education Setting rules and regulations; and (iii) the confidentiality of patient identities and medical records. The Institution shall, if the Education Setting so desires, assure prompt feedback to the Education Setting regarding Students' evaluation of their experience at the Education Setting. The Education Setting shall assure prompt feedback to the Institution regarding Students' performance at the Education Setting.

3.2 Review and Evaluation of Affiliation. The Institution and the Education Setting agree to meet at periodic intervals to review and evaluate any and all aspects of their affiliation, and to work cooperatively to establish and maintain experiences that meet their respective objectives. This Agreement or any Addendum may be amended or modified, pursuant to Section 7 below, to reflect changes in the parties' relationship.

4. FACULTY AND STUDENT RIGHTS AND RESPONSIBILITIES. The Institution and the Education Setting shall instruct Students regarding Students' rights and responsibilities while on-site at the Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons.

4.2 Policies, Rules and Regulations. Student shall abide by all policies, rules and regulations established by the Education Setting and the Institution. If a Student or faculty member fails to so abide, Education Setting shall have the right to notify the Institution that such Student(s) or faculty member shall not return to the premises unless authorized to do so by Wheaton.

4.3 Timeliness. Faculty and Student(s) shall report to the Education Setting at the assigned place and time. Student shall immediately inform the Education Setting and the Institution of Student's inability to report to the Education Setting as assigned.

4.4 Uniform and Identification. Student shall wear appropriate uniform attire or other clothing as directed by the Institution. Student shall display proper identification as directed by the Education Setting. Student's appearance shall be, at all times, neat, clean and professional.

4.5 Personal Expenses. While at the Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Experience. Student shall, upon request of the Institution or the Education Setting or Wheaton, provide a candid, written evaluation of the experience at the Education Setting including, without limitation, preparation for the on-site experience, orientation to the Education Setting and experience and supervision at the Education Setting.

4.7 Orientation. Faculty and Students shall review and complete the Wheaton Franciscan Healthcare web-site orientation materials required by the Education Setting. The Faculty member or preceptor will be responsible for orientation of his/her student or clinical group to Wheaton Franciscan Healthcare utilizing the materials included on the web site prior to the first clinical day. Faculty or preceptor are also responsible for student orientation to the department and all Wheaton Franciscan Healthcare and site/unit policies, procedures, equipment, and documentation. Faculty or preceptor shall ensure that documentation demonstrating

compliance with the requirements as describe in this Section 4.8 and as outlined per the policy of Education Setting is completed by all Faculty and Student(s) and submitted to Education Setting. Faculty and Student(s) will immediately inform the Education Setting and the Institution of Faculty and Student(s) inability to comply with requirements or acknowledgements as required on the Wheaton Web-site Orientation.

4.8 Qualified Supervision. Faculty shall be a qualified practitioner and ultimately be responsible for supervision of clinical groups of Students. Faculty shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed a ratio determined to be unreasonable by the Institution or Wheaton, but in no event shall the student to practitioner ratio exceed one to eight, unless otherwise requested and approved by Education Setting.

## 5. FACULTY AND STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If a Student, the Educational Coordinator or a faculty member is injured or becomes ill while at the Education Setting, the Education Setting shall provide emergent or urgent medical care as appropriate, consistent with the Education Setting's capability and policies. Student, the Educational Coordinator or a faculty member shall bear financial responsibility for charges associated with said treatment.

5.2 Institution and Education Setting Policies. Each Student and faculty member shall be required to comply with reasonable health policies of the Education Setting including, but not limited to, certifying that he or she has received, prior to reporting to Education Setting, a physical examination, is free from communicable disease, including tuberculosis (as documented by a negative skin test or negative chest x-ray, dated after skin test conversion, and are free of signs and symptoms of tuberculosis); have documented immunity to rubella (positive titer) or shown evidence of immunization; demonstrated immunity to mumps (positive titer) or shown evidence of immunization for mumps which meets ACIP definition of immunity (MMWR, June 9, 2006 / 55(22); 629-630); have documented immunity to rubeola (positive titer) or shown evidence of immunization for rubeola which meets ACIP definition of immunity (MMWR, May 22, 1998, vol. 47, no RR-8); have documented immunity to varicella (positive titer), shown evidence of immunization or report a prior history of varicella; have been advised of the risks of hepatitis and have either signed a waiver or have begun the hepatitis B vaccination series, or, in the alternative, have completed the appropriate declination of immunization form, notice of which is provided to the Education Setting.

A. Rubeola immunity (MMWR, May 22, 1998, vol 47, no RR-8):

(1) Documented administration of 2 doses of live measles virus vaccine, the first dose given on or after the first birthday. The second dose administered no earlier than 1 month after the first dose.

(2) Laboratory evidence of immunity.

(3) Documentation of physician-diagnosed measles.

B. Rubella immunity:

(1) Documented administration of 1 dose of live measles virus vaccine, the first dose given on or after the first birthday.

(2) Laboratory evidence of immunity.

(3) Documentation of physician-diagnosed rubella is NOT considered evidence of immunity.

C. Mumps immunity (MMWR, June 9, 2006 / 55(22); 629-630):

(1) Documented administration of 2 dose of live mumps virus vaccine, the first dose given on or after the first birthday. The second dose administered no earlier than 1 month after the first dose.

(2) Laboratory evidence of immunity.

(3) Documentation of physician-diagnosed mumps.

5.3 OSHA Policies. The Institution shall instruct Students and faculty regarding General Infection Control (hand washing, etc.), information outlined in the OSHA Bloodborne Pathogens Standard (standard/universal precautions, hepatitis B vaccination etc.), and the CDC Tuberculosis guidelines (epidemiology, signs/symptoms, practices to prevent transmission, etc.). The Education Setting shall instruct Students and faculty regarding additional precautions, procedures and practices that it expects of Students or faculty while at the Education Setting.

6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed, at and accepted by the Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement by providing the other with not less than sixty (60) days' written notice of its intent not to renew at the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the experience of any Student(s) in a Program, the Agreement shall remain in full force and effect and the Student's experience shall continue until such time as this Agreement may expire without disruption of said Student(s)' experience unless the Institution determines, based upon a legitimate and reasonable conclusion, that it is in the best interest of the Institution and the Student to end the experience prior to the end of the term. During any time period in which notice of non-renewal

has been given and existing Students are completing the Program, no new Student may be admitted to the Program and placed at the Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows:

A. By Mutual Agreement. The Institution and the Education Setting may terminate this Agreement at any time on any terms to which they agree in writing.

B. For Cause. In the event the Institution or the Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach during said thirty (30) day period.

(2) If the material breach is not resolved to the satisfaction of the non-breaching party during the thirty (30) day period as provided in B.(1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Education Setting pursuant to this Section 6.2 (B) disrupts the experience of any Student(s) in a Program the parties shall attempt, in good faith and using their best efforts, to continue Students' experiences and this Agreement in full force and effect until such time as this Agreement may expire without disruption of said Students' experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be admitted to the Program and placed at the Education Setting.

C. Immediate Termination. The Institution may immediately terminate this Agreement and any and all addenda or amendments if the Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Education Setting may terminate this Agreement immediately upon written notice to the Institution if the Institution fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Education Setting may also terminate student placements for any



Program if the Institution fails to maintain full and unrestricted accreditation with respect to said Program as required. Additionally, Wheaton may terminate this Agreement immediately upon written notice to Institution if it determines, in its reasonable discretion, that Institution is not administering the Program at a sufficiently high quality level such that Students' are not adequately prepared for the experience at Education Setting.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

7. AMENDMENTS AND MODIFICATIONS. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be typed separately, signed by the parties and made a part of this Agreement.

## 8. INDEMNIFICATION AND LIABILITY

8.1 The Institution. The Institution shall indemnify, defend and hold harmless the Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, arising, either directly or indirectly, from any act or failure to act by the Institution or any of its employees.

8.2 The Education Setting. The Education Setting shall indemnify, defend and hold harmless the Institution, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, arising, either directly or indirectly, from any act or failure to act by the Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement.

8.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

8.4 Survival. This Section 8 shall continue beyond the expiration or termination of this Agreement.

## 9. INSURANCE.

9.1 The Institution. The Institution shall maintain general and professional liability insurance coverage for its officers, employees and agents while in the course of employment and/or when they are acting on behalf of the Institution. This coverage is statutory in nature and is continuous under the law pursuant to s. 895.46(1) and 893.82 of the Wisconsin Statutes. The Institution may, at its discretion, require Student to maintain professional liability insurance coverage during the Student's enrollment in the Institution's internship or other academic program which falls under the terms of this Agreement to provide insurance protection and coverage for Student against professional liability claims.

9.2 The Education Setting. The Education Setting shall maintain, at no cost to the Institution, general and professional liability insurance covering the Education Setting as an entity and each of its physician-employees, nonphysician-employees, medical residents and agents against professional and general liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the Institution upon request.

10. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by mutual agreement of the Institution and the Education Setting may be filed by either party with a court of competent jurisdiction in the State of Wisconsin or federal district court (if applicable). In the alternative, upon the voluntary and mutual written agreement of both parties, a dispute may be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If the arbitration process is selected, the parties agree that such arbitration shall result in a final and binding award in the State of Wisconsin, and may be judicially enforced. Each party shall bear its own arbitration costs and expenses, unless otherwise determined by the arbitrator.

11. NOTICES AND COMMUNICATION

11.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to the Institution: University of Wisconsin System Administration  
Attn: David Pulda, Director of Risk Management  
21 N Park St, Suite 6101  
Madison WI 53715-1218  
Telephone: (608) 262-0379  
Fax (608) 262-9082

If to the Education Setting: WHEATON FRANCISCAN HEALTHCARE  
400 West River Woods Parkway  
Milwaukee, WI 53212  
Attn: Brenda Bowers

or at other such addresses as a party from time to time may designate by written notice to the other party.

11.2 Other Communications. Communications, other than notices as described in Section 12.1 above, whether written or oral, shall be directed to the appropriate Institution Dean or the Education Setting Site Coordinator or to other such person as a party from time to time may have designated to the other party.

12. NON-EXCLUSIVE. The parties agree that the Institution shall be free to enter into similar agreements with other providers, and that the Education Setting shall be free to enter into similar agreements with other educational institutions.

13. GOVERNING LAW. The laws of the State of Wisconsin shall govern this Agreement.

14. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

16. RELATIONSHIP OF PARTIES. The Institution, Wheaton and the Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of the Institution, the Education Setting or their employees, both the Institution and the Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of whom or by whom such discussions are initiated.

#### 17. CONFIDENTIALITY OF RECORDS

17.1 Student Records. The Institution and the Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than the Institution. The Institution agrees to provide the Education Setting with guidance with respect to compliance with FERPA.

17.2 Patient Health Care Records. The Institution and the Education Setting acknowledge that patient health care records are protected under Sections 146.82 and 51.30, of the Wisconsin Statutes and by the Health Insurance Portability and Accountability Act ("HIPAA"), and that, generally, the informed consent of the patient (or person authorized by the patient) must be obtained before disclosing information from patient health care records. The Education Setting agrees to provide Students and the Institution with guidance with respect to compliance with these statutes and regulations.

17.3 Confidentiality of Terms. The parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to third parties by either party without the express written consent of the other party. For purposes of this Agreement, the term "third party" includes any person or entity except (i) the parties to this Agreement; (ii) any employee or agent of a party to this Agreement who has a reasonable need to know of this Agreement's existence and/or its terms; or (iii) governmental entities or persons who have obtained a lawful subpoena or court order for purposes of a lawfully conducted audit by a governmental agency.

17.4 Confidential Information. Institution acknowledges that, it and its Students may gain knowledge and information about Education Setting's patient bases, referral sources, finances, financial status, fee schedules, business operation, business plans, contract and arrangements with individuals, employers, other providers, health plans and payers, and their marketing and development plans and other proprietary information (collectively referred to as "Confidential Information"), the confidential nature of which is of great importance to Education Setting, and disclosure to or use of which by a competitor would result in serious damage to Education Setting. Accordingly, Institution shall not, and shall ensure that Students do not, divulge or disclose to any other person, firm, or organization, any Confidential Information acquired by Institution or any Students in the performance of services as an independent contractor of Education Setting unless such information is in the public domain or known by third parties to which Education Setting intends to make any otherwise prohibited disclosure or use.

18. NON-DISCRIMINATION. The Institution and the Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with all anti-discriminatory laws and policies promulgated by the Institution and to which the Institution is subject.

19. WAIVER. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach.

20. ENTIRE AGREEMENT. This Agreement, together with one or more addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supercedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

21. AUTHORITY TO SIGN. Each party represents and warrants that the individual signing on its behalf is its legal representative and is authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**WHEATON FRANCISCAN HEALTHCARE  
- SOUTHEAST WISCONSIN, INC.**

**UNIVERSITY OF WISCONSIN  
SYSTEM ADMINISTRATION**

By: Dr. Gerald R. Roes PhD RN

By: Erin A. G. [Signature]

Date: 6-7-12

Date: 15 May 2012